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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOHN DOE, an Individual,
Plaintiff,
vs.

BASS CAMP FESTIVAL, INC.; PR
ENTERTAINMENT, INC; PAUL
REDER, individually; PHYLLIS
WEINER, individually; MATTHEW
STEGEMILLER, individually; NICK
ROGERS, individually; CAROLYN
WEINER, individually; PRE
PRESENTS, LLC; PRE PRESENTS
L.L.C.; BASS CAMP MUSIC, LLC;
COLUMBIA SUSSEX
CORPORATION; COLUMBIA
SUSSEX MANAGEMENT, LLC; and
Does 1-25, inclusive,
Defendants.

Case No.: 2:24-cv-06787

**COMPLAINT FOR MONETARY
AND PUNITIVE DAMAGES**

1. Violations of the Trafficking
Victims' Protection Act
2. Violations of the Sexual Abuse
and Cover Up Accountability Act
3. Sexual Battery
4. Sexual Assault
5. Intentional Infliction of Emotional
Distress
6. Negligent Infliction of Emotional
Distress

DEMAND FOR JURY TRIAL

1 Plaintiff John Doe, by and through his attorneys, the Derek Smith Law Group,
2 LLP, hereby complains of Defendants BASS CAMP FESTIVAL, INC.; PR
3 ENTERTAINMENT, INC; PAUL REDER, individually; PHYLLIS WEINER,
4 individually; MATTHEW STEGEMILLER, individually; NICK ROGERS,
5 individually; CAROLYN WEINER, individually; PRE PRESENTS, LLC; PRE
6 PRESENTS L.L.C.; BASS CAMP MUSIC, LLC; COLUMBIA SUSSEX
7 CORPORATION; and COLUMBIA SUSSEX MANAGEMENT, LLC, upon
8 information and belief, as follows:

9 **NATURE OF THE CASE**

10 1. Plaintiff brings this action charging pursuant to, *inter alia*, the
11 Trafficking Victims Protection Act 18 U.S.C. § 1591, and the laws of the State of
12 California, seeking damages to redress the injuries Plaintiff has suffered as a result of
13 being trafficked, sexually assaulted, battered, retaliated against, and harassed.

14 **JURISDICTION AND VENUE**

15 2. Jurisdiction of this action is conferred upon this Court as this case
16 involves a federal question under 18 U.S.C. § 1591 and 28 U.S.C. §1331 states that
17 “The district courts shall have original jurisdiction of all civil actions arising under the
18 Constitution, laws, or treaties of the United States.”

19 3. This Court has supplemental jurisdiction over Plaintiff’s related state law
20 and local ordinance claims pursuant to 28 U.S.C. § 1367(a) because his claims under
21 California law form part of the same case or controversy under Article III of the
22

1 United States Constitution. Plaintiff’s state law claims share all common operative
2 facts with Plaintiff’s federal law claims, and the parties are identical.

3
4 4. Venue properly lies in the Central District of California in that a
5 substantial part of the events or omissions giving rise to the claim occurred in Los
6 Angeles, CA pursuant to 28 U.S.C. 1391.

7
8 5. This court has jurisdiction to hear both statutory and common law claims
9 against Defendants.

10 6. Around March 11, 2024, the Parties entered into a tolling agreement with
11 Defendants.

12
13 **THE PARTIES**

14 7. Plaintiff JOHN DOE (“Plaintiff”) is an individual residing in Los
15 Angeles, CA.

16
17 8. Plaintiff is a sexual assault victim and is identified herein as JANE DOE.
18 Please see *Doe v. Blue Cross & Blue Shield United of Wisc.*, 112 F.3d 869, 872 (7th
19 Cir. 1997) (“fictitious names are allowed when necessary to protect the privacy of ...
20 rape victims, and other particularly vulnerable parties or witnesses”). Additionally,
21 “the public generally has a strong interest in protecting the identities of sexual assault
22 victims so that other victims will not be deterred from reporting such crimes.” *Doe*
23 *No. 2 v. Kolko*, 242 F.R.D. 193, 195 (E.D.N.Y. 2006); *see also Doe v. Evans*, 202
24 F.R.D. 173, 176 (E.D. Pa. 2001) (granting anonymity to sexual assault victim); *Doe v*
25 *Penzato*, No. 10 Civ. 5154 (MEJ), 2011 WL 1833007, at *3 (N.D. Cal. May 13,

1 2011). In *Starbucks Corp. v. Superior Court*, the Fourth District Court of Appeal
2 noted: “The judicial use of ‘Doe plaintiffs’ to protect legitimate privacy rights has
3 gained wide currency, particularly given the rapidity and ubiquity of disclosures over
4 the World Wide Web.” 168 Cal. App. 4th 1436, 1452 n.7 (2008) (Citing, *inter alia*,
5 *Doe v. City of Los Angeles*, 42 Cal. 4th 531 (2007) (former Boy Scouts alleging that
6 police officer sexually assaulted them as teenagers entitled to sue under
7 pseudonyms).) Thus, as the Third District Court of Appeal has noted, “there have
8 been countless published state court decisions where one or more of the parties have
9 used fictitious names.” *Doe v. Lincoln Unified Sch. Dist.*, 188 Cal. App. 4th 758, 766
10 (2010) (citing *Doe v. Saenz*, 140 Cal. App. 4th 960 (2006) (convicted felons permitted
11 pseudonymously challenge Department of Social Services decision classifying their
12 offenses as non-exemptible, thereby precluding them from working in licensed
13 community care facilities); *Hooper v. Deukmejian*, 122 Cal. App. 3d 987 (1981)
14 (individual convicted of maintaining place for selling or using “narcotics” permitted to
15 sue pseudonymously to determine entitlement to protections of marijuana reform
16 legislation); *Jane Doe 8015 v. Superior Court*, 148 Cal. App. 4th 489 (2007) (clinical
17 laboratory patient infected with HIV by phlebotomists entitled to sue laboratory
18 pseudonymously); *Doe v. Bakersfield City Sch. Dist.*, 136 Cal. App. 4th 556 (2006)
19 (former student alleging sexual abuse by former guidance counselor permitted to
20 pursue action pseudonymously). In *Doe v. Lincoln Unified School District*, the Court
21 of Appeal applied the Ninth Circuit’s test for litigant anonymity: “a party may
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1 preserve his or her anonymity in judicial proceedings in special circumstances when
2 the party's need for anonymity outweighs prejudice to the opposing party and the
3 public's interest in knowing the parties' identity." 188 Cal. App. 4th at 767 (citing
4 *Does I-XXIII v. Advanced Textile Corp.*, 214 F.3d 1058, 1068-69 (9th Cir. 20000).
5 Specifically, the Court of Appeal approvingly cited the Ninth Circuit's summary of
6 the three situations warranting pseudonymity: (1) when identification creates a risk of
7 retaliatory physical or mental harm; (2) when anonymity is necessary to preserve
8 privacy in a matter of sensitive and highly personal nature; and (3) when the
9 anonymous party risks criminal prosecution. *Id.* (citing *Advanced Textile Corp.*, 214
10 F.3d at 1067-68). Thus, the Ninth Circuit has allowed parties to use pseudonyms when
11 non-disclosure of a party's identity "is necessary . . . to protect a person from
12 harassment, injury, ridicule or personal embarrassment." *Advanced Textile*, 214 F.3d
13 at 1067-68 (citations omitted). The most compelling of these situations "involve
14 matters which are highly sensitive, such as social stigmatization." *See Doe v. Rostker*,
15 89 F.R.D. 158, 162 (N.D. Cal. 1981). Cases where a party is forced to reveal sexual
16 information, or cases involving issues of "human sexuality" are considered
17 particularly sensitive. *See Jane Roes 1-2 v. SFBSC Mgmt., LLC*, 77 F. Supp. 3d 990
18 990, 994 (N.D. Cal. 2015) (collecting examples). Unsurprisingly, then, courts
19 recognize that plaintiffs should be permitted to proceed anonymously when they
20 allege sexual assault. *See, e.g., E.E.O.C. v. ABM Indus. Inc.*, 249 F.R.D. 588, 593
21 (E.D. Cal. 2008) (permitting plaintiffs to intervene anonymously where "[t]hey are

1 concerned that they will be embarrassed by the public disclosure of the nature of their
2 allegations against Defendants, which if proven, will identify them as victims of
3 sexual harassment and sexual crimes in the small community where they live and
4 work”).

6 9. At all times material, Defendant BASS CAMP FESTIVAL, INC.
7 (“FESTIVAL”) was and is a corporation doing business in the State of California,
8 with their principal place of business located at 1150 Hwy 50 #B, Zephyr Cove, NV,
9 89448. Defendant BASS held supervisory authority over Plaintiff, controlling various
10 tangible aspects of Plaintiff’s employment, including the ability to hire and fire
11 Plaintiff.

14 10. At all times material, Defendant PR ENTERTAINMENT, INC. (“PR”) was and is a corporation doing business in the States of California and Nevada, with
15 their principal places of business located at 14 LAKESIDE COVE ROAD, B-1562,
16 Zephyr Cove, NV 89448. Defendant PR held supervisory authority over Plaintiff,
17 controlling various tangible aspects of Plaintiff’s employment, including the ability to
18 hire and fire Plaintiff.

22 11. At all times material, Defendant PAUL REDER (“REDER”) was and is
23 the President and Chief Executive Officer for Defendants PR, PRE, PRE P,
24 FESTIVAL, and MUSIC. Defendant REDER held supervisory authority over
25 Plaintiff, controlling various tangible aspects of Plaintiff’s employment, including the
26 ability to hire and fire Plaintiff. Defendant REDER’s primary residences are located
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1 in Manhattan Beach, CA and Zephyr Cove, NV.

2 12. At all times material, Defendant PHYLLIS WEINER (“WEINER”) was
3 and is the sister of Defendant REDER and owned, rented, and leased the property in
4 which many of the acts alleged against Defendants took place.
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6 13. At all times material, Defendant MATTHEW STEGEMILLER
7 (“STEGEMILLER”) was and is one of the owners of The Loft and Defendant PR,
8 which employed Plaintiff. Defendant STEGEMILLER held supervisory authority over
9 Plaintiff, controlling various tangible aspects of Plaintiff’s employment, including the
10 ability to hire and fire Plaintiff.
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12 14. At all times material, Defendant NICK ROGERS (“ROGERS”) was and
13 is an employee for Defendants PR, PRE, PRE P, FESTIVAL, and MUSIC. Defendant
14 ROGERS’ primary residence is located in CA.
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16 15. At all times material, Defendant CAROLYN WEINER (“CAROLYN”) was
17 and is the niece of Defendant REDER.
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19 16. At all times material, Defendant PRE PRESENTS, LLC (“PRE”) was
20 and is a corporation doing business in the States of California and Nevada, with their
21 principal places of business located at 1001 Heavenly Village Way #50, South Lake
22 Tahoe, CA 96150. Defendant PRE held supervisory authority over Plaintiff,
23 controlling various tangible aspects of Plaintiff’s employment, including the ability to
24 hire and fire Plaintiff.
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26 17. At all times material, Defendant PRE PRESENTS L.L.C. (“PRE P”) was
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1 and is a corporation doing business in the States of California and Nevada, with their
2 principal places of business located at 1150 Hwy 50 House #4, Lakeside Cove Resort,
3 Zephyr Cove, NV, 89448. Defendant PRE P held supervisory authority over Plaintiff,
4 controlling various tangible aspects of Plaintiff's employment, including the ability to
5 hire and fire Plaintiff.
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8 18. At all times material, Defendant BASS CAMP MUSIC, LLC ("MUSIC")
9 was and is a corporation doing business in the State of California, with their principal
10 place of business located at PO Box 1562, Zephyr Cove, NV, 89448. Defendant
11 MUSIC held supervisory authority over Plaintiff, controlling various tangible aspects
12 of Plaintiff's employment, including the ability to hire and fire Plaintiff.
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15 19. At all times material, Defendant COLUMBIA SUSSEX
16 CORPORATION ("COLUMBIA SUSSEX") was and is a corporation doing business
17 in the States of California and Nevada, with their principal place of business located at
18 740 Centre View Blvd, Crestview Hills, CA 94017. Defendant COLUMBIA SUSSEX
19 owned and operated the Horizon Casino Resort.
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21 20. At all times material, Defendant COLUMBIA SUSSEX
22 MANAGEMENT, LLC ("COLUMBIA SUSSEX MANAGEMENT") was and is a
23 corporation doing business in the State of Nevada, with their principal place of
24 business located at 740 Centre View Blvd, Crestview Hills, KY 41017. Defendant
25 COLUMBIA SUSSEX MANAGEMENT owned and operated the Horizon Casino
26 Resort.
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1 21. Plaintiff is ignorant of the true names and capacities, whether individual,
2 corporate, associate, or otherwise, of Defendants named herein as DOES 1 through 25,
3 inclusive, and therefore sues Defendants by such fictitious names. Defendants DOES
4 1 through 25, at all times relevant for purposes of this Complaint were employees,
5 agents, officers and/or members of the board of directors of Defendants. Plaintiff will
6 amend this complaint to allege the true names and capacities of the Defendants
7 designated herein as DOES 1 through 25, inclusive, when they have been ascertained.
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10 22. Plaintiff is informed and believes, and on that basis alleges, that all
11 named Defendants and those designated herein as DOES 1 through 25, inclusive, are
12 responsible in some manner for the acts, events and occurrences alleged herein, and
13 caused or contributed to the damages sustained by Plaintiff.
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16 23. Plaintiff is informed and believes, and on that basis alleges, that at all
17 times relevant for purposes of this Complaint, the Defendants designated herein as
18 DOES 1 through 25, inclusive, acted as the agents, employees, directors, officers, co-
19 venturers, and partners of the named Defendants and such fictitiously named
20 Defendants. Each of them, while acting in the course and scope of their agency,
21 employment, corporate capacities, and partnership, performed the acts and conduct
22 hereinafter alleged, and said acts and conduct were ratified and approved by each
23 Defendant.
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26 24. Each Defendant sued in this action has acted, in all respects pertinent to
27 this action, as the other Defendant's agent, and has carried out a joint scheme,
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1 enterprise, business plan, or policy in all respects pertinent hereto. The acts of each
2 Defendant are therefore legally attributable to the other Defendant.

3
4 25. Under California law, Defendants are jointly and severally liable as
5 employers for the violations alleged herein because they have each exercised
6 sufficient control over Plaintiff. Each Defendant had the power to hire and fire
7 Plaintiff, supervise and control Plaintiff's work schedule and/or conditions of
8 employment, determine Plaintiff's rate of pay, and maintain Plaintiff's employment
9 records. Defendants suffer or permit Plaintiff to work and/or "engage" Plaintiff so as
10 to create a common law employment relationship. As Plaintiff's joint employers,
11 Defendants are jointly and severally liable for all relief available to Plaintiff under the
12 law.
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16 **FACTS COMMON TO ALL CAUSES OF ACTION**

17 26. At all times material, Plaintiff was and is an individual homosexual man
18 residing in California and Nevada.
19

20 27. Around November 11, 2012, Plaintiff, a 17-year-old minor, moved to
21 Soda Springs, California, a new area where Plaintiff did not have community or
22 friends. Plaintiff experienced homophobia while growing up and was apprehensive
23 about meeting new people in Soda Springs. Plaintiff was finishing his sophomore
24 year of high school through a home school program at the time.
25

26 28. In order to make friends and build a community in Plaintiff's new home,
27 Plaintiff searched "Gay" in the Apple App Store. Plaintiff downloaded the first
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1 application that advertised itself as a space to make friends who are also gay, and the
2 app did not require Plaintiff to verify Plaintiff's age.

3
4 29. Around November 28, 2012, Defendant REDER contacted Plaintiff
5 through the app for the first time. Defendant REDER's profile at the time indicated
6 that Defendant REDER was 36 years old, and Plaintiff noted what he believed to be a
7 nineteen-year age gap. Plaintiff was apprehensive when Defendant REDER initially
8 engaged Plaintiff in small talk, and Plaintiff immediately informed Defendant REDER
9 that Plaintiff was only 17 years old, and that Plaintiff was not interested in speaking
10 with Defendant REDER or engaging in a sexual relationship of any kind with
11 Defendant REDER because of their age difference.

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14 30. After Plaintiff informed Defendant REDER that Plaintiff was only 17
15 years old, Defendant REDER began an intentional and concerted effort to groom and
16 trap Plaintiff in a situation and environment wherein Plaintiff had no choice but to turn
17 to Defendant REDER for necessities and financial support. Defendant REDER's first
18 step was to gain Plaintiff's trust and separate Plaintiff from Plaintiff's community and
19 support system, both emotionally and physically.

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22 31. During their first conversation, and after Plaintiff informed Defendant
23 REDER that Plaintiff was a minor, Defendant REDER began telling Plaintiff that
24 Defendant REDER found Plaintiff attractive. Plaintiff immediately rebuffed
25 Defendant REDER's predatory advances and reiterated Plaintiff's age as that of a 17-
26 year-old minor. Plaintiff also expressed discomfort with Defendant REDER's age and
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1 what Plaintiff thought was their nineteen-year age gap.

2 32. However, Defendant REDER insisted on forming a friendship with
3 Plaintiff despite their age difference and pressured Plaintiff to continue talking to
4 Defendant REDER as a confidante and mentor. Plaintiff was anxious about
5 maintaining contact, but Defendant REDER persisted, doing so in order to condition
6 and groom Plaintiff.
7

8 33. Thereafter, Defendant REDER conditioned Plaintiff to confide in
9 Defendant REDER, and Defendant REDER slowly earned Plaintiff's trust. Plaintiff
10 shared details about his personal life with Defendant REDER, such as Plaintiff's new
11 job as a dishwasher, Plaintiff's new living situation with his stepsister, Plaintiff's
12 desire to attend college to earn a degree, and Plaintiff's desire to learn music
13 production to eventually become a Disc Jockey ("DJ").
14

15 34. Plaintiff also shared with Defendant REDER that Plaintiff came from an
16 exceedingly small town and that people had bullied Plaintiff since the third grade
17 because Plaintiff was gay. Plaintiff also shared that he was completing his sophomore
18 year of school through a home-schooling program.
19

20 35. Defendant REDER then shared pictures of Defendant REDER's various
21 cars and houses, DJ events Defendant REDER organized, and pictures Defendant
22 REDER had taken with various celebrities, such as Rob Schneider, Chelsea Handler,
23 and Will Ferrell. Defendant REDER shared these photos and boasted to Plaintiff
24 about his wealth in order to further entice Plaintiff to continue engaging with
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1 Defendant REDER and to earn Plaintiff's trust and admiration.

2 36. During these conversations, Defendant REDER offered to mentor
3 Plaintiff and offered Plaintiff a job working for Defendant REDER, and Defendant
4 REDER encouraged Plaintiff to quit Plaintiff's job as a dishwasher. Defendant
5 REDER insisted Plaintiff consider the employment offer, stating, "*I can drive out and*
6 *pick you up, and we can discuss it over dinner.*"
7

8
9 37. Plaintiff was deeply uneasy, but continued engaging with Defendant
10 REDER because Plaintiff believed Defendant REDER had Plaintiff's best interests at
11 heart and because Defendant REDER had stated he could provide Plaintiff with a job.
12 Defendant REDER continued pressuring Plaintiff to meet with him.
13

14 38. Around December 2, 2012, Defendant REDER sent Plaintiff an eBook
15 about Steve Jobs as a way to show Plaintiff that Defendant REDER had an interest in
16 Plaintiff's professional development.
17

18 39. Over the next week, Defendant REDER repeatedly messaged Plaintiff
19 and pressured Plaintiff to meet with Defendant REDER. Plaintiff shared with
20 Defendant REDER that Plaintiff had not fully shared with his stepsisters that Plaintiff
21 was gay. During their initial conversation, Plaintiff also shared with Defendant
22 REDER that Plaintiff's sisters said negative things about gay people, but that
23 Plaintiff's sisters were also very protective and would want to meet Defendant
24 REDER if Defendant REDER was picking up Plaintiff. Defendant REDER said it
25 would be unacceptable for Plaintiff's sisters to meet Defendant REDER, so Defendant
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1 REDER devised a plan to pick up Plaintiff without meeting Plaintiff's sisters.

2 40. Around December 7, 2012, Defendant REDER arrived at Plaintiff's
3 home in Soda Springs, California, in a Silver 4 door BMW 7 series. Defendant
4 REDER persuaded Plaintiff to ensure that Plaintiff's sisters remained inside when
5 Plaintiff left the house to meet Defendant REDER. Defendant REDER convinced
6 Plaintiff to deliberately lie and tell Plaintiff's sisters that Defendant REDER was
7 Plaintiff's "friend Tyler's Uncle" who was picking up Plaintiff for a "weekend with
8 Tyler." Defendant REDER's plan made it certain Plaintiff's sisters did not have an
9 opportunity to see Defendant REDER or question Defendant REDER's connection to
10 Plaintiff.
11

12 41. Immediately after Defendant REDER left Plaintiff's home with Plaintiff
13 in the front seat, Defendant REDER showered Plaintiff with inappropriate and sexual
14 comments. Defendant REDER flirted with Plaintiff despite the proposed employment
15 relationship and what Plaintiff at the time believed to be their nineteen-year age
16 difference. Defendant REDER made endless comments about Plaintiff's appearance,
17 how attractive Defendant REDER believed Plaintiff to be, and Plaintiff's age,
18 explicitly acknowledging Plaintiff was a minor and that Plaintiff's youthful age was a
19 positive and attractive to Defendant REDER. Defendant REDER also put Defendant
20 REDER's hand on Plaintiff's thigh and held Plaintiff's hand.
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22 42. At one point during the car ride, Defendant REDER bombarded Plaintiff
23 with "ground rules." Defendant REDER emphasized that Defendant REDER expected
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1 the utmost confidentiality from Plaintiff regarding Defendant REDER's relationship
2 with Plaintiff. Defendant REDER further emphasized, ***"I could get in a lot of trouble***
3 ***for meeting you,"*** and ***"You can never tell anyone what is really happening. Ever."***
4

5 43. In an effort to rebuff Defendant REDER's advances, and unaware of the
6 law, Plaintiff expressed fears of going to jail as a consequence of being with
7 Defendant REDER because Plaintiff was a minor. In response, Defendant REDER
8 promptly told Plaintiff, ***"Don't worry about it. The age of consent in Nevada is***
9 ***sixteen."*** Defendant REDER's response communicated Defendant REDER's desire
10 and intent to continue pressuring and coercing Plaintiff into an intimate relationship
11 with Defendant REDER, despite Plaintiff's age as a 17-year-old minor and despite
12 Plaintiff's assertions that Plaintiff did not want to engage in a sexual relationship with
13 Defendant REDER.
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17 44. Defendant REDER's actions were sexually predatory because Defendant
18 REDER held power over Plaintiff, and Defendant REDER's power over Plaintiff was
19 created by the combination of the job Defendant REDER promised to Plaintiff,
20 Plaintiff's perception of the nineteen-year-age difference, and Plaintiff's isolated
21 environment. Plaintiff found himself thinking about his own job security, physical
22 safety, and well-being if he displeased or opposed Defendant REDER.
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25 45. Thereafter, Defendant REDER's romantic and sexual advances toward
26 Plaintiff became more overt and frequent as Defendant REDER approached the
27 California-Nevada state line. Defendant REDER made numerous inappropriate
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1 comments toward Plaintiff to condition Plaintiff, including, ***“You can never tell***
2 ***anyone about this,”*** and ***‘You’re the youngest I’ve ever met,’*** signaling to Plaintiff
3 that Defendant REDER had pursued other intimate relationships with younger boys in
4 the past.

5
6 46. After Defendant REDER crossed the California state line into Nevada,
7 Defendant REDER said, ***“I just can’t wait any longer.”*** Defendant REDER then
8 pulled the car over and forcibly kissed Plaintiff on the lips and forcibly inserted his
9 tongue into Plaintiff’s mouth. Plaintiff was shocked and terrified.

10
11 47. Defendant REDER violated the Trafficking Victims Protection Act when
12 he coerced Plaintiff, a minor, into crossing state lines by enticing Plaintiff with the
13 promise of employment.

14
15 48. Defendant REDER sexually assaulted and sexually battered Plaintiff.

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17 49. Defendant REDER noticed Plaintiff’s discomfort and asked, ***“What do***
18 ***you want to do?”*** In hopes of deterring further advances from Defendant REDER,
19 Plaintiff suggested a public pizza place. Not wanting to be seen in public with
20 Plaintiff, Defendant REDER evaded the public eye by suggesting they order takeout
21 to Defendant REDER’s home in Lake Tahoe, Nevada instead.

22
23 50. After Defendant REDER picked up the food, Defendant REDER
24 purchased a bottle of alcohol and took Plaintiff to Defendant REDER’s home. Once
25 Defendant REDER and Plaintiff arrived at Defendant REDER’s home in Lake Tahoe,
26 Nevada, Defendant REDER encouraged, pressured, and coerced Plaintiff, a 17-year-

1 old minor, to drink alcohol and smoke marijuana until Plaintiff's motor functions were
2 impaired. After Defendant REDER caused Plaintiff to be inebriated, Defendant
3 REDER, once again, forcibly kissed Plaintiff on the lips.
4

5 51. Defendant REDER told Plaintiff, ***"I want to have sex with you in every***
6 ***room of the house."*** Defendant REDER continued forcibly kissing Plaintiff and
7 proceeded to remove Plaintiff's clothing. After removing Plaintiff's clothing,
8 Defendant REDER ushered Plaintiff to the master bedroom.
9

10 52. Defendant REDER then guided Plaintiff into the shower while Plaintiff
11 was intoxicated, washed Plaintiff's naked body, and proceeded to perform oral sex on
12 Plaintiff, a 17-year-old minor.
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14 53. Defendant REDER then proceeded to guide Plaintiff into different rooms
15 of Defendant REDER's home, and Defendant REDER forcibly performed oral sex on
16 Plaintiff in each of the rooms.
17

18 54. Defendant REDER violated the Trafficking Victims Protection Act when
19 he coerced Plaintiff, a minor, into crossing state lines by enticing Plaintiff with the
20 promise of employment, and ultimately sexually assaulted and sexually battered
21 Plaintiff as a result of the enticement.
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23 55. Defendant REDER falsely imprisoned Plaintiff.
24

25 56. Defendant REDER sexually assaulted and sexually battered Plaintiff.
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27 57. Defendant REDER's sister, Defendant WEINER, owned the home and
28 property in Zephyr Cove that Defendant REDER took Plaintiff to sexually assault and

1 sexually batter Plaintiff.

2 58. Around the next day, December 8, 2012, Plaintiff woke up feeling
3 disgusted and used. Plaintiff immediately asked Defendant REDER to take Plaintiff
4 home after Defendant REDER had woken up. Defendant REDER was frustrated at
5 Plaintiff's request to go home and told Plaintiff that Defendant REDER thought
6 Plaintiff was staying for the weekend and that Defendant REDER wanted Plaintiff to
7 stay for the entire weekend. Plaintiff lied and told Defendant REDER that Plaintiff
8 felt very sick and nauseous, but Defendant REDER gave Plaintiff antacids and food in
9 the hopes that Plaintiff would feel better and stay longer. However, Plaintiff
10 continued to plead with Defendant REDER for Defendant REDER to take Plaintiff
11 home. Defendant REDER eventually agreed and became passive aggressive with
12 Plaintiff, seemingly to guilt Plaintiff into staying longer or to cause Plaintiff to feel as
13 if Plaintiff was in trouble so Plaintiff would stay longer.

14 59. Before Defendant REDER took Plaintiff home, Defendant REDER
15 walked Plaintiff around the boat pier of Defendant REDER's home in Nevada.
16 Throughout the walk, Defendant REDER reminded Plaintiff that Defendant REDER
17 could ***"get in trouble for being with [Plaintiff],"*** and elaborated on the "ground rules"
18 for Plaintiff to be in public with Defendant REDER. Defendant REDER further
19 conditioned Plaintiff to refrain from engaging in physical contact with Defendant
20 REDER, walk too close to Defendant REDER, or display affection toward Defendant
21 REDER publicly, including hugging and hand holding. Defendant REDER also told
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1 Plaintiff that, if anyone asked, to tell people that Plaintiff was Defendant REDER's
2 nephew.

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4 60. Before they left the pier, Defendant REDER took a picture of Plaintiff.

5 61. Later that same day, Defendant REDER drove Plaintiff back to
6 California. Defendant REDER left Plaintiff, a 17-year-old minor, with a bottle of
7 alcohol, marijuana, and a grinder for marijuana. After Defendant REDER left
8 Plaintiff at Plaintiff's home, Defendant REDER also gave Plaintiff \$200 in cash for
9 "Christmas."
10

11
12 62. Between December of 2012 and the beginning of February 2013,
13 Plaintiff had blocked Defendant REDER on social media and tried to forget what had
14 happened with Defendant REDER. However, Plaintiff was experiencing difficulties
15 in his personal life and with his mental health and decided to unblock Defendant
16 REDER because Plaintiff had remembered Defendant REDER's job offer. Defendant
17 REDER had also manipulated Plaintiff into believing that Defendant REDER was
18 Plaintiff's only shot at learning about the DJ industry, and that Defendant REDER's
19 job offer would help Plaintiff enter the DJ industry.
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22 63. After Plaintiff reinitiated contact with Defendant REDER, while Plaintiff
23 was still a minor, Defendant REDER assured Plaintiff that Defendant REDER
24 intended to create an employment opportunity for Plaintiff at a hotel named the
25 Horizon Casino at the time.
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28 64. Around February 14, 2013, Defendant REDER emailed Tony Russo the

1 following message:

2
3 Hi Tony – Clark and I spoke yesterday, and we are starting
4 [Plaintiff] on our team. I think I told you about [Plaintiff], he is
5 a friend's nephew that just moved to Tahoe. We are going to
6 use him starting next week for Illusion Fusion street teaming
7 and marketing. We'd also like him to train in each position
8 within the cabaret in the event someone is sick, needs a day off,
9 quits, or vacations. I'd like him to train starting in the Box
Office next Thursday, then make his rounds between spotlight,
backstage, door, sound, etc. I will meet you all there and make
the introduction.

10 Thanks

11 Paul
12

13 65. Beginning with Defendant REDER's email to Mr. Russo, Defendant
14 REDER began the lie that Plaintiff was one of Defendant REDER's friend's nephews
15 that had recently moved to Lake Tahoe.
16

17 66. Around February 20, 2013, Defendant REDER retrieved Plaintiff from
18 Plaintiff's home in California and transported Plaintiff to Zephyr Cove, Nevada, by
19 crossing state lines.
20

21 67. Around February 21, 2013, Defendant REDER had moved Plaintiff
22 completely to Defendant REDER's home in Nevada. Defendant REDER initially
23 wanted Plaintiff to live and stay in Defendant REDER's own bedroom and to keep
24 Plaintiff's things in another bedroom; however, Plaintiff chose to sleep in the separate
25 bedroom instead.
26

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28 68. Throughout the time Plaintiff lived in Defendant REDER's home,

1 Defendant REDER went to Plaintiff's bedroom when he thought Plaintiff was asleep
2 and stared at Plaintiff for a few minutes until Defendant REDER left. Defendant
3 REDER usually left the bedroom door cracked open when he went to Plaintiff's room,
4 but Plaintiff always closed the door after Defendant REDER left.
5

6 69. After Defendant REDER moved Plaintiff into Defendant REDER's
7 home, Defendant REDER took Plaintiff to see Defendant REDER's magic show,
8 called Illusion Fusion, and introduced Plaintiff to members of the show's crew.
9

10 70. After the show, Defendant REDER pressured Plaintiff to have sex with
11 Defendant REDER, but Plaintiff rebuffed Defendant REDER's sexual advances and
12 said he had homework to complete. Plaintiff isolated himself in the room provided by
13 Defendant REDER in Defendant REDER's home to avoid Defendant REDER's
14 sexual advances.
15
16

17 71. After Defendant REDER provided Plaintiff with housing and a job,
18 Defendant REDER established additional "ground rules" with Plaintiff. Defendant
19 REDER conditioned Plaintiff to share with anyone who asked that Defendant REDER
20 was Plaintiff's "uncle." Defendant REDER also emphasized that Defendant REDER
21 did not want anyone to learn that Plaintiff was gay.
22
23

24 72. As part of Defendant REDER's plan to further control and manipulate
25 Plaintiff, Defendant REDER took Plaintiff to obtain a new haircut and purchase a new
26 wardrobe that included business casual clothes, button-up shirts, nice sweaters, and
27 the like. Defendant REDER told Plaintiff that Defendant REDER wanted Plaintiff to
28

1 “*look older*” in the way Plaintiff dressed and the way Plaintiff wore his hair.

2 Defendant REDER also told Plaintiff not to wear a baseball cap or other similar hats
3
4 because they caused Plaintiff to appear too young i.e. Plaintiff’s actual age.

5 73. Defendant REDER violated the Trafficking Victims Protection Act when
6 he coerced Plaintiff, a minor, into crossing state lines by enticing Plaintiff with the
7 promise of employment and changing Plaintiff’s appearance so Plaintiff would appear
8 older to evade suspicion.
9

10 74. Defendant REDER violated the Sexual Abuse and Cover Up
11 Accountability Act by coercing Plaintiff to hide and misrepresent his age, sexual
12 orientation, and relationship to Defendant REDER so Defendant REDER could cover-
13 up the sexual battery and sexual assault inflicted on Plaintiff.
14
15

16 75. Around February 28, 2013, because there were no job openings at the
17 time, Defendants REDER, PR, PRE, and PRE P hired Plaintiff for a position which
18 Defendants REDER, PR, PRE, and PRE P specifically created for Plaintiff; Plaintiff
19 then worked his first shift at Defendant COLUMBIA SUSSEX’s Horizon Casino box
20 office. Defendant REDER specifically created this job for Plaintiff so he continued to
21 have leverage over Plaintiff, allowing him to continue to abuse, sexually traffic,
22 sexually assault, and sexually batter Plaintiff. Defendant REDER told Plaintiff that
23 Plaintiff would train in every position and be on call if anyone called in sick.
24 Plaintiff’s duties included assisting with ticket purchases and flier distribution for
25 Illusion Fusion. Throughout Plaintiff’s employment, Defendants directed Plaintiff to
26
27
28

1 deliver show fliers, deliver tickets for shows to ticket-purchasers, and/or walk along
2 the village area to promote the shows.

3
4 76. Around March 3, 2013, Defendant REDER's sister, DEFENDANT
5 WEINER, came to town and stayed with Defendant REDER. Before Defendant
6 WEINER arrived, Defendant REDER ordered Plaintiff to hide all of Plaintiff's
7 belongings in a storage closet, and Defendant REDER moved Plaintiff to a hotel room
8 for the duration of Defendant WEINER's visit.

9
10 77. Defendant REDER typically hid Plaintiff on each occasion wherein
11 Defendant REDER's family visited Defendant REDER's home while Plaintiff lived
12 with Defendant REDER.

13
14 78. Around March 6, 2013, Defendant REDER asked Plaintiff how Plaintiff
15 would feel about moving into a hotel room at the Horizon Casino full time. Before
16 Plaintiff could respond, Defendant REDER spoke about how it would feel like
17 Plaintiff was on vacation all the time and it would be easier for Defendant REDER
18 whenever Defendant REDER's sister was in town so Defendant REDER would not
19 need to hide Plaintiff when she visited. Defendant REDER did not want his sister to
20 discover that Defendant REDER was sexually assaulting, battering, and trafficking a
21 minor as he told Plaintiff that she would be mad because Plaintiff was so young.

22
23
24 79. Soon thereafter, Defendants REDER, PR, PRE, and PRE P entered into
25 an agreement with Defendant COLUMBIA SUSSEX, through their General Manager
26 CORINNA OSBORNE, wherein Plaintiff could stay at the Horizon Casino full time.
27
28

1 Defendant COLUMBIA SUSSEX already comped a room for Defendants because
2 Defendants produced Illusion Fusion, a magic show hosted by the Horizon Casino.
3 Defendant OSBORNE agreed to rent a room to Plaintiff while Defendant REDER
4 employed Plaintiff.
5

6 80. CORINNA OSBORNE knew Plaintiff was only 17 years old and agreed
7 to rent Plaintiff's room under Defendant REDER's name because Defendant
8 COLUMBIA SUSSEX required guests be 21 years old to rent a room.
9

10 81. Everyone Plaintiff worked with and associated with at the Horizon
11 Casino knew Plaintiff was only 17 years old at the time; Plaintiff's co-workers and
12 employees of the Horizon wished Plaintiff a Happy Birthday when Plaintiff turned 18
13 years old.
14

15 82. On multiple occasions, security guards for the Horizon Casino prevented
16 Plaintiff from walking across the casino floor when Plaintiff was bringing things like
17 groceries back to his hotel room and told Plaintiff he was not allowed to stop and talk
18 to anyone or spend time in specific spots for too long because it was obvious that
19 Plaintiff was too young to be in a casino unattended. On some occasions, the security
20 guards instructed Plaintiff to walk outside along the street and go around the building
21 rather than walk directly through the casino.
22

23 83. Defendants REDER, PR, PRE, PRE P, and COLUMBIA SUSSEX,
24 through their employee CORINNA OSBORNE, violated the Trafficking Victims
25 Protection Act when CORINNA OSBORNE and COLUMBIA SUSSEX assisted
26
27
28

1 Defendants REDER, PR, PRE, and PRE P with providing housing to Plaintiff even
2 though Plaintiff was only 17 years old.

3
4 84. Around March of 2013, Plaintiff had fully moved into the hotel room at
5 the Horizon Casino.

6
7 85. Because Plaintiff was living in a hotel room, Plaintiff only had a
8 minifridge, provided by CORINNA OSBORNE, which did not have a freezer, which
9 meant Plaintiff could not cook or store food for very long. The inability to store or
10 cook food caused Plaintiff to spend more money on buying food from restaurants in
11 the expensive, tourist area he lived in or taking taxis frequently to purchase groceries.
12 These factors put a heavy strain on Plaintiff's finances.

13
14 86. Plaintiff also did not have access to a washing machine or dryer, which
15 necessitated Plaintiff taking a taxi to a laundromat to pay to do his laundry, which also
16 put a strain on Plaintiff's finances.

17
18 87. The financial strain caused by Plaintiff's inability to cook for himself or
19 do his laundry necessitated Plaintiff asking Defendant REDER for rides or financial
20 assistance for food and groceries. Defendant REDER took advantage of Plaintiff's
21 financial constraints and demanded sexual favors or sexual compliance in exchange
22 for rides or money.

23
24
25 88. The Horizon Casino also provided Plaintiff with a mailbox with his name
26 on it.

27
28 89. Around March 23, 2013, Defendant REDER took Plaintiff backstage of

1 the MontBleu Casino after a show produced by Defendants REDER, PR, PRE, and
2 PRE- P to meet Rob Schneider. Plaintiff witnessed Defendant REDER snorting
3 cocaine throughout the evening from a little glass container the size of a AA battery.
4

5 90. On multiple occasions throughout the time Plaintiff worked for
6 Defendants at the Horizon Casino, when Defendant REDER and Plaintiff walked
7 through empty areas or private areas, such as stairwells, Defendant REDER took the
8 opportunity to kiss Plaintiff and make sexually inappropriate comments to Plaintiff.
9 There were no cameras in these areas and Defendant REDER knew he would not be
10 caught if he kissed Plaintiff, held Plaintiff's hand, and made sexually inappropriate
11 comments to Plaintiff while in secluded or private areas.
12
13

14 91. Defendant REDER also frequently discussed his sexual exploits with
15 Plaintiff, how Defendant REDER took other young boys on vacation, and bought
16 things for the young boys. Defendant REDER told Plaintiff about these exploits as
17 part of his efforts to groom Plaintiff and coerce Plaintiff into engaging in more sex
18 with Defendant REDER or formally dating Defendant REDER when Plaintiff turned
19 18. Defendant REDER made comments such as, ***"I go through boys like they're
20 candy," "I have a new boy every month," and "I have a boy in every city."***
21
22
23

24 92. On multiple occasions throughout the time Plaintiff worked for
25 Defendants at the Horizon Casino, Defendant REDER picked up Plaintiff from the
26 entrance of the Horizon Casino and kissed Plaintiff in Defendant REDER's car while
27 on the Horizon Casino property.
28

1 93. Around the end of March of 2013, Defendant REDER expected and
2 required Plaintiff to work daily for Defendant REDER's shows, even though Plaintiff
3 was in high school. Plaintiff began falling behind in his schoolwork and studies, and
4 Plaintiff reminded Defendant REDER that Plaintiff required free time to do
5 homework. Defendant REDER told Plaintiff, *"I just don't really see you going to*
6 *high school anymore,"* and *"You are working for me now and can just get a GED*
7 *later."*

10 94. Around this time, Plaintiff did not have access to free wi-fi while living
11 at the Horizon Casino, and the daily rate for wi-fi was \$10 to \$15, which put more of a
12 financial strain on Plaintiff. Plaintiff's inability to access free and reliable wi-fi also
13 made it more difficult for Plaintiff to complete his schoolwork.

16 95. Defendant REDER convinced Plaintiff to stop studying and taking high
17 school courses so Plaintiff could complete the tasks and requirements set by
18 Defendant REDER. Defendant REDER manipulated Plaintiff into believing that
19 Plaintiff did not need anything, including an education, because Plaintiff's life was
20 now with Defendant REDER. Plaintiff believed Defendant REDER, and, at this
21 point, Plaintiff relied on Defendant REDER for a place to sleep each night and the
22 ability to earn money. Plaintiff began to develop depression, anxiety, and the inability
23 to concentrate.

26 96. Defendant REDER increasingly pressured Plaintiff to drop out of high
27 school and work for Defendant REDER full-time. When Plaintiff told Defendant
28

1 REDER that Plaintiff could not work because Plaintiff had homework or other school-
2 related obligations, Defendant REDER told Plaintiff that Plaintiff could obtain a GED
3 later in life.
4

5 97. Defendant REDER repeatedly assured Plaintiff that Defendant REDER
6 would take care of and support Plaintiff, and Defendant REDER said he would help
7 Plaintiff obtain employment at the other casinos and resorts in the area. Defendant
8 REDER then directed Plaintiff to withdraw from high school and falsely inform the
9 school administration that Plaintiff would finish high school in Lake Tahoe. Plaintiff
10 complied because he felt beholden to Defendant REDER because Defendant REDER
11 had provided Plaintiff with a job and housing.
12
13

14 98. Defendant REDER violated the Trafficking Victims Protection Act when
15 he coerced Plaintiff, a minor, into crossing state lines by enticing Plaintiff with the
16 promise of employment, and coercing Plaintiff into quitting high school.
17

18 99. Around May 20, 2013, Plaintiff contracted streptococcal pharyngitis, or
19 strep throat, from Defendant REDER for the first time due to Defendant REDER
20 pressuring and coercing Plaintiff to kiss and engage in oral sex with Defendant
21 REDER.
22

23 100. Around May 31, 2013, Plaintiff's sisters visited Plaintiff because they
24 wanted to check in on him. Defendant REDER arranged for Plaintiff's sisters to see a
25 country music show and gave Plaintiff's sisters free tickets, but Defendant REDER
26 avoided meeting Plaintiff's sisters. Defendant REDER provided Plaintiff's sisters
27
28

1 with things like free tickets so Plaintiff's sisters would not be worried about Plaintiff
2 or discover what Defendant REDER was subjecting Plaintiff to, ensuring Plaintiff
3 would stay with Defendant REDER.
4

5 101. Around June 20, 2013, Defendant REDER caused Plaintiff to contract
6 strep, again, due to Defendant REDER pressuring and coercing Plaintiff to kiss and
7 engage in oral sex with Defendant REDER.
8

9 102. Around July 13, 2013, Defendant REDER caused Plaintiff to contract
10 strep, again, due to Defendant REDER pressuring and coercing Plaintiff to kiss and
11 engage in oral sex with Defendant REDER.
12

13 103. Around July 20, 2013, Defendant REDER employed Plaintiff at the
14 MontBleu Casino for Defendant REDER's recurring event named the Bass Camp
15 Festival, run by Defendants PR, FESTIVAL, and MUSIC, all of which are owned by
16 Defendant REDER. Plaintiff worked at the box office assisting with ticket sales,
17 scanning tickets, and assisting with IT issues that arose.
18
19

20 104. Around July 31, 2013, Defendant REDER invited Plaintiff to Defendant
21 REDER's "39th" Birthday party.
22

23 105. Around the end of September of 2013, Defendant REDER began
24 researching ways Plaintiff could pass a hair follicle drug test so Plaintiff could obtain
25 employment at other casinos.
26

27 106. Around October 1, 2013, Defendant REDER crossed state lines with
28 Plaintiff from NV to a hairdresser at the Imagine Salon in Lake Tahoe, CA where

1 Defendant REDER instructed a hairdresser to bleach Plaintiff's hair and dye
2 Plaintiff's hair with numerous chemicals. Bleaching and dying Plaintiff's hair would
3 cause Plaintiff's hair to be so damaged that Plaintiff could pass a hair follicle drug test
4 so Plaintiff could work at the box office at other casinos.
5

6 107. Defendant REDER employed different tactics to ensure Plaintiff
7 continued returning to Defendant REDER and relying on Defendant REDER for
8 different necessities that were in addition to the necessities of housing and
9 employment that Defendant REDER was already providing to Plaintiff.
10

11 108. For example, a few months before Plaintiff's 18th birthday, Defendant
12 REDER made promises to Plaintiff that Defendant REDER would buy Plaintiff a car.
13 Defendant REDER made comments about buying Plaintiff a car for the purpose of
14 exciting Plaintiff and causing Plaintiff to do what Defendant REDER wanted in the
15 hopes of receiving a car.
16

17 109. Around a couple of months before Plaintiff's 18th birthday, Defendant
18 REDER told Plaintiff that Defendant REDER would buy Plaintiff a cheap used car for
19 Plaintiff's 18th birthday, which was in July of 2013, but Defendant REDER never
20 bought Plaintiff a car.
21

22 110. After Plaintiff's 18th birthday, Defendant REDER continued telling
23 Plaintiff that Defendant REDER would buy Plaintiff a car for \$2,000 or \$3,000 for
24 Christmas, but Defendant REDER did not buy Plaintiff a car. Instead, Defendant
25 REDER used Plaintiff's lack of transportation to continue using Plaintiff for sex. For
26
27
28

1 example, Defendant REDER pressured and guilted Plaintiff into engaging in sexual
2 acts with Defendant REDER in exchange for Defendant REDER giving Plaintiff rides
3 or giving Plaintiff money for taxis and cabs.
4

5 111. As another example, around December 13, 2013, Defendant REDER
6 gifted Plaintiff a Walmart gift card for Christmas to purchase groceries. Many grocery
7 stores were within walking-proximity of the casino Plaintiff lived in, but the nearest
8 Walmart was a thirty-five-minute drive away. Defendant REDER chose gift cards
9 from Walmart to ensure Plaintiff had no choice but to request assistance from
10 Defendant REDER to obtain groceries by requesting money from Defendant REDER
11 for a taxi or cab.
12
13

14 112. Alternatively, Plaintiff used the little money he had to pay for a taxi or
15 cab, which caused Plaintiff to be low on funds and forced Plaintiff to request money
16 from Defendant REDER for other necessities. If Plaintiff asked Defendant REDER for
17 any financial assistance, Defendant REDER coerced and forced Plaintiff to engage in
18 sexual acts with Defendant REDER in exchange for financial assistance.
19
20

21 113. Around December 31, 2013, Defendant REDER invited Plaintiff to one
22 of Defendant REDER's DJ shows at the Horizon Casino where Defendant REDER
23 provided Plaintiff a twenty-one and over wristband and numerous alcoholic
24 beverages, despite the fact that Plaintiff was 18 years old. During this event, Plaintiff
25 overheard Defendant REDER tell a gift shop employee that Plaintiff was in debt to
26 Defendant REDER for over \$10,000, which was essentially a debt bondage, another
27
28

1 tactic employed by groomers and human traffickers. By doing this, Defendant
2 REDER further manipulated Plaintiff and now leveraged this debt, in addition to
3 everything else, over Plaintiff.
4

5 114. Around February 20, 2014, Defendant REDER, once again, invited
6 Plaintiff to one of Defendant REDER's DJ shows where Defendant REDER provided
7 Plaintiff a twenty-one and over wristband and numerous alcoholic beverages, despite
8 the fact that Plaintiff was 18 years old.
9

10 115. On one occasion, Defendant REDER was in Defendant REDER's car
11 with his assistant, Duane Krzyzopolski (also known as Duane Suttor), when Plaintiff
12 asked for money to pay for groceries. Defendant REDER agreed and took cash from
13 his wallet and extended his hand to Plaintiff. When Plaintiff reached for the cash,
14 Defendant REDER pulled his hand away before Plaintiff could take the cash and told
15 Plaintiff, "*Say 'thank you daddy.'*" Because Plaintiff needed the money, Plaintiff
16 acquiesced, and Defendant REDER and Duane Suttor laughed at Plaintiff and drove
17 away once Plaintiff took the money.
18
19
20

21 116. Around the end of February/beginning of March of 2014, Defendant
22 REDER started informing Plaintiff that Plaintiff needed to start looking for an
23 apartment and that Defendant REDER would help Plaintiff find one.
24

25 117. Around March of 2014, Defendant COLUMBIA SUSSEX's ownership
26 of the Horizon Casino ended, and the new owners shut down the Horizon Casino for
27 renovations to rebrand it as the Hard Rock Hotel & Casino Lake Tahoe. The closure
28

1 of the Horizon Casino forced Plaintiff to move to a hotel room at the MontBleu Resort
2 and Casino; Plaintiff's manager at the time helped Plaintiff obtain a room.

3
4 118. Defendant REDER also told Plaintiff that once Defendant REDER's
5 magic show ended that Defendant REDER would no longer have a job available to
6 Plaintiff. Defendant REDER's magic show ended around April 1, 2014, and Plaintiff
7 stayed in Tahoe, NV for around two to four weeks after the Horizon Casino closed.
8

9 119. Around this time, Plaintiff decided to separate himself from Defendant
10 REDER and had various living arrangements between April and October of 2014,
11 including Plaintiff living with Plaintiff's parents in Colfax, CA.
12

13 120. When Plaintiff lived with Plaintiff's parents during this time period, due
14 to Defendant REDER's grooming, Plaintiff picked fights with his parents because
15 Plaintiff Defendant REDER groomed Plaintiff to believe that Plaintiff's parents were
16 bad parents that could not help Plaintiff succeed in life, and that Defendant REDER
17 was a better "parent" that took "better care" of Plaintiff. Around this time, Defendant
18 REDER had successfully turned Plaintiff against Plaintiff's own support system.
19 Defendant REDER remained in contact with Plaintiff during this time period.
20
21

22 121. Around June 13, 2014, Plaintiff was in Reno, Nevada with some friends
23 when Defendant REDER messaged Plaintiff and asked why Plaintiff was in Reno.
24 Defendant REDER then instructed Plaintiff to meet with Defendant REDER at a gay
25 bar, in Reno, Nevada, and called Plaintiff a cab.
26
27

28 122. Upon Plaintiff's arrival, Defendant REDER paid security to overlook

1 Plaintiff's ID, give Plaintiff a twenty-one and over wristband, and allow Plaintiff
2 entrance despite the fact that Plaintiff was only 18 years old at the time. Defendant
3 REDER proceeded to purchase Plaintiff drinks at a rapid pace, leaving Plaintiff
4 inebriated. Defendant REDER insisted Plaintiff dance on a table, despite Plaintiff's
5 intoxicated state, and stuck money in Plaintiff's pants, encouraging other adults in the
6 bar to do the same to Plaintiff. Plaintiff's friends called Plaintiff to check-on Plaintiff
7 and eventually picked up Plaintiff because Plaintiff was too intoxicated. Plaintiff
8 could not walk straight and vomited on the way home due to the amount of alcohol
9 Defendant REDER gave to Plaintiff.

10
11
12
13 123. Around August 2, 2014, Plaintiff attended a Lady Gaga concert at
14 Harvey's Casino in Lake Tahoe, Nevada, which was adjacent to the Horizon Casino; a
15 friend of Plaintiff's had invited Plaintiff and given Plaintiff a ticket. Defendant
16 REDER had contacted Plaintiff and asked if Plaintiff was going. Defendant REDER
17 provided Plaintiff gas money to attend the concert, as well as money for food, alcohol,
18 and marijuana for the event.

19
20
21 124. When Plaintiff arrived at Harvey's Casino, Defendant REDER invited
22 Plaintiff to Defendant REDER's Recreational Vehicle (RV). Defendant REDER and
23 his guests, all of whom were over the age of forty, plied Plaintiff with many alcoholic
24 beverages, despite Plaintiff being only eighteen years old at the time. After Plaintiff
25 was inebriated, Defendant REDER escorted Plaintiff to the back room of the RV and
26 offered Plaintiff \$300, which was a lot of money for Plaintiff at the time, in exchange
27
28

1 for allowing Defendant REDER to cuddle, kiss, and perform oral sex on Plaintiff.

2 125. Defendant REDER violated the Trafficking Victims Protection Act when
3 he coerced Plaintiff into crossing state lines by enticing Plaintiff to attend a concert
4 and ultimately sexually assaulting and sexually battering Plaintiff as a result of the
5 enticement.
6

7 126. Around September 30, 2014, Plaintiff contacted Defendant REDER
8 because Plaintiff had been in a fight with his stepdad and the fight had distressed
9 Plaintiff. Defendant REDER told Plaintiff that Plaintiff could move-in with
10 Defendant REDER again, and Defendant REDER proceeded to purchase a train ticket
11 and hotel room for Plaintiff to see Defendant REDER in Truckee, CA at The Truckee
12 Hotel before starting the move.
13
14

15 127. When Plaintiff arrived in Truckee, Defendant REDER told Plaintiff to
16 never talk to his parents again if Plaintiff wanted further help from Defendant
17 REDER. Defendant REDER intended to move Plaintiff into Defendant REDER's
18 home, and Defendant REDER took advantage of Plaintiff's argument with Plaintiff's
19 stepdad and Plaintiff's heightened emotional state to coerce and persuade Plaintiff to
20 move in with Defendant REDER again.
21
22

23 128. Around October 1, 2014, Defendant REDER and his assistant Duane
24 Krzyzopolski arrived at the Truckee Hotel and moved Plaintiff and Plaintiff's
25 belongings to Defendant REDER's home in Zephyr Cove, Nevada.
26
27

28 129. Defendant REDER assured Plaintiff that Defendant REDER intended to

1 assist Plaintiff in acquiring Plaintiff's own apartment. Defendant REDER told
2 Plaintiff that Defendant REDER had a new show debuting soon and could employ
3 Plaintiff at Defendant REDER's upcoming raves. Defendant REDER, once again,
4 used promises of housing and employment to manipulate and coerce Plaintiff into
5 crossing state-lines for Defendant REDER for Defendant REDER to take sexual
6 advantage of Plaintiff.
7

8
9 130. Around October 2, 2014, Defendant REDER transported Plaintiff to
10 Reno, Nevada, where Defendant REDER employed Plaintiff at a rave that featured the
11 artist Diplo. Defendants REDER, PR, PRE, PRE P, FESTIVAL, and MUSIC
12 organized and produced the rave. Defendant REDER, once again, provided Plaintiff
13 with a twenty-one and over wristband and numerous alcoholic beverages and
14 marijuana, despite the fact that Plaintiff was only 18 years old. Defendant REDER
15 did not pay Plaintiff for working the event.
16
17

18 131. Later that night, Defendant REDER informed Plaintiff that Defendant
19 REDER had booked only one room for the night and told Plaintiff if Plaintiff did not
20 want to stay in the room with Defendant REDER that Plaintiff would need "to figure
21 something else out." Defendant REDER created another situation in which Plaintiff
22 had no choice but to share a room and bed with Defendant REDER.
23
24

25 132. When Plaintiff and Defendant REDER were in the hotel room, Defendant
26 REDER coerced and pressured Plaintiff to kiss and engage in oral sex with Defendant
27 REDER until Plaintiff acquiesced. Plaintiff was inebriated because Defendant
28

1 REDER had provided Plaintiff with a 21+ wristband, which allowed Defendant
2 REDER to more easily pressure Plaintiff until Plaintiff acquiesced.

3
4 133. Defendant REDER harassed Plaintiff because of his sex, gender, and
5 sexual orientation, and created a hostile work environment for Plaintiff.

6
7 134. On each occasion wherein Defendant REDER transported Plaintiff to
8 Reno, Nevada to work an event, Defendant REDER made sexual advances toward
9 Plaintiff each time Plaintiff they were alone together. Defendant REDER repeatedly
10 attempted to kiss Plaintiff on the lips, and Plaintiff rebuffed Defendant REDER's
11 incessant predatory sexual advances.

12
13 135. Defendant REDER harassed Plaintiff because of his sex, gender, and
14 sexual orientation, and created a hostile work environment for Plaintiff.

15
16 136. Defendant REDER engaged in Quid Pro Quo sexual harassment each
17 time he provided Plaintiff with a job opportunity in exchange for sexual favors from
18 Plaintiff.

19
20 137. Around this time, Defendant REDER expected sexual compliance from
21 Plaintiff any time Plaintiff asked for anything such as money for groceries or other
22 necessities.

23
24 138. Defendant REDER violated the Trafficking Victims Protection Act when
25 he coerced Plaintiff into crossing state lines by enticing Plaintiff with the promise of
26 employment.

27
28 139. Around October of 2014, instead of Plaintiff living with Defendant

1 REDER as Defendant REDER had promised Plaintiff, Defendant REDER moved
2 Plaintiff between Defendant REDER's home and Defendant REDER's RV.
3

4 140. Defendant REDER first parked the RV in a camping spot at the Zephyr
5 Cove RV Campground. After Defendant REDER had parked the RV in the
6 campground for some time, Defendant REDER told Plaintiff it was too expensive
7 parking the RV at the campground. Defendant REDER then made arrangements with
8 the owners of Kingsbury Self Storage (Storwise Storage) to park the RV in front of
9 the business and run an extension cord to the RV for power.
10

11
12 141. When Plaintiff was living in the RV and parked in front of Kingsbury,
13 Defendant REDER and the owner of Kingsbury required Plaintiff to keep the lights
14 off and make no noise in the evening so Plaintiff would not be found living in the RV
15 by the police. Defendant REDER generally forced Plaintiff to live in the RV
16 whenever anyone visited Defendant REDER.
17

18
19 142. During the times Plaintiff lived in the RV, Defendant REDER repeatedly
20 left Plaintiff without heat during snowstorms, and Plaintiff experienced flooding on
21 any occasion wherein Plaintiff attempted to shower or use the toilet or sink. The
22 electronic breaker at Kingsbury blew every time Plaintiff tried to use the heater, and
23 the blown breaker prevented Plaintiff from using the RV's microwave or stove. The
24 breaker issue also caused Plaintiff to sleep without heat on nights of heavy snow at
25 least several times a week.
26

27
28 143. During the time Plaintiff lived with Defendant REDER, Defendant

1 REDER moved Plaintiff between Defendant ROGERS' couch (one of Defendant
2 REDER's employees), Defendant REDER's RV, and various hotels where Defendant
3 REDER knew hotel management that could provide Defendant REDER free rooms in
4 exchange for tickets to Defendant REDER's shows. Plaintiff moved between these
5 different living arrangements for around one year.
6

7
8 144. On several occasions, Defendant REDER instructed Defendant
9 ROGERS, one of the event coordinators for Defendants FESTIVAL and MUSIC, to
10 provide a place for Plaintiff to sleep when Defendant REDER's family or sister were
11 in town. Defendant REDER also instructed Defendant ROGERS to provide Plaintiff
12 with rides when Defendant REDER needed Plaintiff to perform work. Defendant
13 ROGERS also provided Defendant REDER with drugs like cocaine, various forms of
14 methylenedioxymethamphetamine ("MDMA"), marijuana, and psilocybin (magic
15 mushrooms), which Defendant REDER sometimes pressured Plaintiff to take.
16
17

18
19 145. On multiple occasions while in the presence of either Duane Suttor or
20 Defendant ROGERS, Defendant REDER made comments that Plaintiff was like
21 Defendant REDER's son now or that Defendant REDER had essentially adopted
22 Plaintiff as his child.
23

24 146. On several occasions, Defendant REDER instructed Defendant ROGERS
25 to take Plaintiff to the hospital after Defendant REDER had caused Plaintiff to
26 contract a urinary tract infection and/or strep throat.
27

28 147. Around October 17, 2014, Defendant REDER transported Plaintiff to

1 Reno, Nevada to work yet another rave event, called SAFE IN SOUND. Defendants
2 REDER, PR, PRE, PRE P, FESTIVAL, and MUSIC organized and produced the
3 event. Defendant REDER, once again, provided Plaintiff with a twenty-one and over
4 wristband and numerous alcoholic beverages and marijuana, despite the fact that
5 Plaintiff was only eighteen years old.
6

7
8 148. During this event, Plaintiff met Defendant REDER's niece, Defendant
9 CAROLYN. While they were talking, Defendant CAROLYN told Plaintiff, "***You're***
10 ***not gonna get my uncle in trouble are you? Another boy tried to get him in trouble***
11 ***and we had to take care of him.***" Plaintiff was shocked that Defendant CAROLYN
12 said this to him and did not know how to respond. By telling Plaintiff this, Defendant
13 CAROLYN attempted to prevent, silence, and stop Plaintiff from complaining about
14 the sexual battery, assault, and sex trafficking that Defendant REDER subjected him
15 to. It also shows how multiple people, including Defendant CAROLYN were aware
16 of or knew of Defendant REDER's history of grooming, manipulating, sexually
17 battering, sexually assaulting, and sexually trafficking young men.
18

19
20 149. Later that night, Defendant REDER informed Plaintiff that Defendant
21 REDER had, once again, booked only one room for the night and created a situation
22 in which Plaintiff had no choice but to share a room and bed with Defendant REDER.
23

24 150. When Plaintiff and Defendant REDER were in the hotel room, Defendant
25 REDER coerced and pressured Plaintiff to kiss and engage in oral sex with Defendant
26 REDER until Plaintiff acquiesced. Plaintiff was inebriated because Defendant
27
28

1 REDER had provided Plaintiff with a 21+ wristband, which allowed Defendant
2 REDER to more easily pressure Plaintiff until Plaintiff acquiesced.

3
4 151. Defendant REDER harassed Plaintiff because of his sex, gender, and
5 sexual orientation, and created a hostile work environment for Plaintiff.

6
7 152. Defendant REDER harassed Plaintiff because of his sex, gender, and
8 sexual orientation, and created a hostile work environment for Plaintiff.

9
10 153. Defendant REDER engaged in Quid Pro Quo sexual harassment each
11 time he provided Plaintiff with a job opportunity in exchange for sexual favors from
12 Plaintiff.

13
14 154. Around November 1, 2014, Defendant REDER transported Plaintiff to
15 Reno, Nevada to work at yet another rave event. Defendants REDER, PR,
16 FESTIVAL, and MUSIC organized and produced the event. Defendant REDER, once
17 again, provided Plaintiff with a twenty-one and over wristband and numerous
18 alcoholic beverages and marijuana, despite the fact that Plaintiff was only eighteen
19 years old.
20

21 155. Later that night, Defendant REDER informed Plaintiff that Defendant
22 REDER had, once again, booked only one room for the night. Defendant REDER
23 created another situation in which Plaintiff had no choice but to share a room and bed
24 with Defendant REDER.
25

26
27 156. When Plaintiff and Defendant REDER were in the hotel room, Defendant
28 REDER coerced and pressured Plaintiff to kiss and engage in oral sex with Defendant

1 REDER until Plaintiff acquiesced. Plaintiff was inebriated because Defendant
2 REDER had provided Plaintiff with a 21+ wristband, which allowed Defendant
3 REDER to more easily pressure Plaintiff until Plaintiff acquiesced.
4

5 157. Defendant REDER harassed Plaintiff because of his sex, gender, and
6 sexual orientation, and created a hostile work environment for Plaintiff.
7

8 158. Defendant REDER harassed Plaintiff because of his sex, gender, and
9 sexual orientation, and created a hostile work environment for Plaintiff.
10

11 159. Defendant REDER engaged in Quid Pro Quo sexual harassment each
12 time he provided Plaintiff with a job opportunity in exchange for sexual favors from
13 Plaintiff.
14

15 160. Around November 22, 2014, Defendant REDER coerced Plaintiff into
16 ingesting a non-prescribed tablet of Xanax before coercing Plaintiff into cuddling with
17 Defendant REDER. Defendant REDER eventually fell asleep, and Plaintiff took the
18 opportunity to leave Defendant REDER's home so Plaintiff could have some space
19 and time away from Defendant REDER. Plaintiff walked for twenty-five minutes in
20 the snow to reach a bus stop, and Plaintiff visited a friend for a day before returning to
21 Defendant REDER's home where all of Plaintiff's belongings were.
22
23

24 161. Defendant REDER sexually assaulted and sexually battered Plaintiff.
25

26 162. Around this time, Plaintiff learned that Defendant REDER was actually
27 49 years old, and not 39-years old, as Defendant REDER had been claiming. The
28 revelation informed Plaintiff that Defendant REDER was actually thirty-one years

1 older than Plaintiff, not nineteen years older, as Defendant REDER had claimed.

2 Plaintiff learned Defendant REDER's real age after Plaintiff saw a copy of Defendant
3 REDER's driver's license.
4

5 163. Around December 15, 2014, Defendant REDER required Plaintiff
6 remove all of Plaintiff's belongings from Defendant REDER's home and stay in a
7 hotel while Defendant REDER hosted and entertained a young boy named Jake; Jake
8 appeared to be sixteen or seventeen years old, but Plaintiff believed Jake had recently
9 turned eighteen. Defendant REDER shared with Plaintiff that Defendant REDER met
10 Jake at the Serenity Spa where Jake had been Defendant REDER's massage therapist,
11 and that Defendant REDER often paid Jake not only for massages but also sexual
12 favors.
13
14

15
16 164. When Defendant REDER allowed Plaintiff to return after Jake had left,
17 Plaintiff found underwear hung on Plaintiff's doorknob, indicating to Plaintiff that
18 Defendant REDER and Jake had sexual intercourse in Plaintiff's room and bed.
19

20 165. On one occasion, Plaintiff was in Defendant REDER's home and
21 Defendant REDER gave Plaintiff marijuana. After they smoked marijuana, Defendant
22 REDER asked Plaintiff if Plaintiff would kiss Defendant REDER and engage in oral
23 sex with Defendant REDER in exchange for money. Because Plaintiff did not have
24 consistent employment, Plaintiff had no choice but to acquiesce. After Defendant
25 REDER and Plaintiff engaged in oral sex, Defendant REDER put \$200 on the
26 nightstand and said, "Is this enough?" as if Plaintiff was a prostitute and left the room.
27
28

1 166. On one occasion in 2014, Defendant REDER was crying. When Plaintiff
2 asked Defendant REDER what was wrong, Defendant REDER told Plaintiff that
3 Defendant REDER was sad because another young boy had ended their relationship
4 with Defendant REDER and Defendant REDER was worried that Defendant REDER
5 would end up alone. Defendant REDER said he wanted someone to marry Defendant
6 REDER so Defendant REDER could spoil them and allow them to use his cars and
7 houses. In return, Defendant REDER wanted whomever he married to do the laundry
8 and dishes. Defendant REDER then asked Plaintiff if Plaintiff ever wanted to marry
9 someone one day, to which Plaintiff said no.

13 167. After Plaintiff stated that Plaintiff did not want to get married, Defendant
14 REDER proceeded to tell Plaintiff that Defendant REDER wanted a permanent
15 “houseboy” to perform chores like cleaning and laundry for Defendant REDER. A
16 “houseboy” is typically a young attractive boy that lives with the property owner and
17 performs chores for the property owner while either nude or dressed provocatively.
18 “Houseboys” also engage in sexual activity with the property owner. Defendant
19 REDER’s comments about wanting a “houseboy” showed Defendant REDER’s true
20 intentions for Plaintiff.

24 168. Between 2014 and 2016, Defendant REDER sexually assaulted and
25 sexually battered Plaintiff in Defendant REDER’s hot tub on at least five occasions.
26 On each of these occasions, Defendant REDER pressured Plaintiff to join Defendant
27 REDER in Defendant REDER’s hot tub in the nude. Once Plaintiff entered the hot
28

1 tub, Defendant REDER pressured and coerced Plaintiff into kissing Defendant
2 REDER. Defendant REDER would then instruct Plaintiff to stand up while
3 Defendant REDER forcibly performed oral sex on Plaintiff while Defendant REDER
4 sat down. Defendant REDER then instructed Plaintiff to perform oral sex on
5 Defendant REDER until Defendant REDER orgasmed. Plaintiff acquiesced each time
6 because Plaintiff feared Defendant REDER would terminate Plaintiff or evict
7 Plaintiff.
8

9
10 169. Around January 2, 2015, Defendant REDER connected Plaintiff with
11 Morgan, an employee and Supervisor/Manager for Wells Fargo, and family friend of
12 Defendant REDER. Morgan helped Plaintiff obtain a job at Wells Fargo where
13 Morgan had the ability to hire Plaintiff as a bank teller.
14

15
16 170. Morgan knew of the sexual relationship between Plaintiff and Defendant
17 REDER, but Morgan did not say anything because she felt indebted to Defendant
18 REDER due to Defendant REDER providing Morgan with VIP concert tickets,
19 backstage passes, meet and greets with celebrities, hotel rooms, and the like. Morgan
20 also viewed Defendant REDER like an uncle because her father had known Defendant
21 REDER since Morgan was a child.
22

23
24 171. On at least seven occasions during Plaintiff's employment with Wells
25 Fargo, Plaintiff went to Morgan's office and cried until Plaintiff could cry no more
26 because Plaintiff was distraught from being unable to escape Defendant REDER.
27

28 172. On one occasion when Plaintiff was in Morgan's office, Morgan told

1 Plaintiff, “we weren’t even gonna hire you, there was someone else more qualified,
2 but I did it because of [Defendant REDER.”

3
4 173. Around April 9, 2015, Defendant REDER caused Plaintiff to contract
5 strep, again, due to Defendant REDER pressuring and coercing Plaintiff to kiss and
6 engage in oral sex with Defendant REDER.

7
8 174. Around April 18, 2015, Defendant REDER transported Plaintiff to Reno,
9 Nevada to work at a concert event named “Spring Breaks 2.” Defendant REDER and
10 Defendants PR, FESTIVAL, and MUSIC organized and produced the event.
11 Defendant REDER, once again, provided Plaintiff with a twenty-one and over
12 wristband and numerous alcoholic beverages and marijuana, despite the fact that
13 Plaintiff was only nineteen years old.

14
15
16 175. On this particular occasion, Defendant REDER provided Plaintiff with
17 Plaintiff’s own hotel room and did not force Plaintiff to share a room with Defendant
18 REDER. However, Defendant REDER repeatedly pressured Plaintiff throughout the
19 night to sleep in Defendant REDER’S room.

20
21 176. Defendant REDER harassed Plaintiff because of his sex, gender, and
22 sexual orientation, and created a hostile work environment for Plaintiff.

23
24 177. Defendant REDER harassed Plaintiff because of his sex, gender, and
25 sexual orientation, and created a hostile work environment for Plaintiff.

26
27 178. Defendant REDER engaged in Quid Pro Quo sexual harassment each
28 time he provided Plaintiff with a job opportunity and expected sexual favors from

1 Plaintiff.

2 179. Later that night, during the event, Defendant REDER grabbed Plaintiff
3 and forcibly kissed Plaintiff on the lips while they were in the crowd. For the
4 remainder of the night, Defendant REDER continued pressuring Plaintiff to stay in
5 Defendant REDER's hotel room. Plaintiff repeatedly rebuffed Defendant REDER's
6 advances.
7

8
9 180. Defendant REDER sexually assaulted and sexually battered Plaintiff.

10 181. Around April 24, 2015, Defendant REDER caused Plaintiff to contract
11 strep, again, due to Defendant REDER pressuring and coercing Plaintiff to kiss and
12 engage in oral sex with Defendant REDER.
13

14 182. Around April 29, 2015, Defendant REDER transported Plaintiff to Reno,
15 Nevada to work at a concert event featuring Paris Blohm. Defendants REDER, PR,
16 FESTIVAL, and MUSIC organized and produced the event. Defendant REDER, once
17 again, provided Plaintiff with a twenty-one and over wristband and numerous
18 alcoholic beverages, despite the fact that Plaintiff was only nineteen years old.
19 Defendant REDER also provided Plaintiff with a twenty-one and over wristband to
20 enter Defendant COLUMBIA SUSSEX's new nightclub named Vinyl.
21

22 183. Around May 4, 2015, Plaintiff requested assistance from Defendant
23 REDER to pay Plaintiff's phone bill. At the time, Plaintiff required an operating
24 phone in order to schedule doctor's appointments, stay connected with Plaintiff's
25 family, and organize a place to sleep each night. Defendant REDER requested
26
27
28

1 Plaintiff's phone service login information and told Plaintiff, "Daddy will take care of
2 you." Plaintiff attempted to laugh off Plaintiff's discomfort, to which Defendant
3 REDER stated, "I think you need to pay me interest ;)," implying that Defendant
4 REDER expected intimacy with Plaintiff as "repayment" and "interest." Plaintiff
5 attempted to rebuff Defendant REDER's implicit sexual advances by claiming
6 Plaintiff was sick. Because Plaintiff did not entertain Defendant REDER's sexual
7 advances, Defendant REDER ignored Plaintiff until Plaintiff followed up about the
8 phone payment.

11
12 184. Around May 13, 2015, Plaintiff contracted strep throat from Defendant
13 REDER, again, due to Defendant REDER pressuring and coercing Plaintiff to kiss
14 and engage in oral sex with Defendant REDER.

15
16 185. On multiple occasions in 2015, Plaintiff experienced tooth pain and used
17 his tooth pain as an excuse to tell Defendant REDER that Plaintiff was unable to
18 perform oral sex on Defendant REDER. Unhappy that Plaintiff was unable to perform
19 oral sex, Defendant REDER pressured Plaintiff into seeing a dentist. Around June 30,
20 2015, a dentist determined that Plaintiff had an abscess on one of his wisdom teeth.
21 Around July 7, 2015, Defendant REDER paid to have Plaintiff's wisdom teeth
22 removed to ensure that Plaintiff could continue performing oral sex on Defendant
23 REDER.

24
25
26 186. Around November 11, 2015, Plaintiff was forced to quit Plaintiff's job as
27 a Bank Teller at Wells Fargo. Throughout Plaintiff's employment at Wells Fargo,
28

1 Plaintiff began developing PTSD symptoms and consistently experienced bouts of
2 depression, severe anxiety, mood swings, loss of train of thought, sudden and
3 unexpected vision changes, and uncontrollable crying spells. Plaintiff's symptoms
4 prevented Plaintiff from performing Plaintiff's job duties and Plaintiff was forced to
5 quit. Following this, Plaintiff struggled to find and maintain a job as a result of the
6 symptoms Plaintiff experienced because of Defendant REDER's continuous and
7 deliberately predatory actions toward Plaintiff.
8

10 187. Around February 7, 2016, Defendant REDER employed Plaintiff to work
11 at a concert event called Winter Whiteout, featuring the artist JAUZ. Defendants
12 REDER, PR, FESTIVAL, and MUSIC organized and produced the event. Defendant
13 REDER, once again, provided Plaintiff with a twenty-one and over wristband and
14 numerous alcoholic beverages and marijuana, despite the fact that Plaintiff was only
15 twenty years old at the time.
16

18 188. Around February 9, 2016, Plaintiff requested assistance from Defendant
19 REDER to purchase groceries. Defendant REDER transferred Plaintiff money and
20 told Plaintiff that Plaintiff now "owed [Defendant REDER] interest," once again,
21 implying that Defendant REDER expected Plaintiff to repay Defendant REDER with
22 sexual favors.
23

25 189. Around February 24, 2016, Plaintiff requested assistance from Defendant
26 REDER to pay Plaintiff's car insurance bill, and Defendant REDER requested
27 Plaintiff's presence in Defendant REDER's office at The Loft; The Loft was the name
28

1 for Defendant REDER's business and was located in a suite in the Heavenly Village
2 in California. Plaintiff needed to travel across state lines from Nevada to California to
3 go to The Loft.
4

5 190. Defendants REDER, STEGEMILLER, PRE and PRE P own The Loft.

6 191. Upon Plaintiff's arrival at Defendant REDER's office, Defendant
7 REDER closed and locked the door, and told Plaintiff that Defendant REDER would
8 help Plaintiff if Plaintiff "*earned*" the money by kissing and making out with
9 Defendant REDER. Defendant REDER's office did not have any windows or exits,
10 other than the one door Plaintiff entered through. Plaintiff acquiesced because he felt
11 he did not have a choice and did not have an exit.
12
13

14 192. Defendant REDER harassed Plaintiff because of his sex, gender, and
15 sexual orientation, and created a hostile work environment for Plaintiff.
16

17 193. Defendant REDER engaged in Quid Pro Quo sexual harassment by
18 offering to help Plaintiff in exchange for sexual favors.
19

20 194. Defendant REDER sexually assaulted and sexually battered Plaintiff.

21 195. Defendant REDER falsely imprisoned Plaintiff.
22

23 196. After Defendant REDER coerced Plaintiff into engaging in sexual
24 activity with Defendant REDER, Defendant REDER transferred \$100 to Plaintiff's
25 account.
26

27 197. Defendant STEGEMILLER was engaged in business with Defendant
28 REDER for sometime before and throughout the entire time Plaintiff worked for

1 Defendants. Defendant STEGEMILLER knew or should have known that Defendant
2 REDER was sexually trafficking and forcing Plaintiff to engage in commercial sex
3 acts. By using Plaintiff, Defendant STEGEMILLER and the companies he co-owned
4 with Defendant REDER profited off of the commercial sex acts, assaults, and
5 batteries, that Defendant REDER subjected Plaintiff to.

6
7
8 198. Defendant STEGEMILLER was aware that Defendant REDER took
9 Plaintiff into Defendant REDER's office unsupervised.

10 199. As a result of Plaintiff's inability to find and maintain employment
11 outside of Plaintiff's employment with Defendant REDER, Plaintiff devised a plan to
12 help himself finally escape Defendant REDER's predatory sexual harassment, sexual
13 assault, and sexual battery of Plaintiff. During this time, Plaintiff sold box office
14 tickets for Defendant REDER's events for cash in order to pocket small amounts of
15 money, allowing Plaintiff to finally save money and permanently escape Defendant
16 REDER's predacious actions. Plaintiff continued this for roughly one month.

17 200. Around March 30, 2016, Defendant REDER summoned Plaintiff into
18 Defendant REDER's office at The Loft. When Plaintiff arrived, Defendant REDER
19 asked Plaintiff, *"Is there anything you would like to tell me?"* Defendant REDER
20 informed Plaintiff that Defendant REDER became aware that Plaintiff took funds
21 while working for Defendant REDER and Defendant REDER claimed he had video
22 evidence. Defendant REDER also claimed that Defendant STEGEMILLER wanted to
23 call the police and have Plaintiff arrested for embezzlement. Plaintiff cried profusely,
24
25
26
27
28

1 and said, “I just don’t want to be here anymore.” Plaintiff could no longer withstand
2 Defendant REDER requiring sexual compliance from Plaintiff each time Plaintiff
3 needed help or assistance, and Plaintiff could no longer withstand telling Defendant
4 REDER “no,” which led to Defendant REDER punishing Plaintiff by doing things
5 such as cutting Plaintiff’s hours at work so Plaintiff could not afford necessities,
6 doctor’s visits, or medical prescriptions. Defendant REDER, now angry, told Plaintiff,
7 “I hope you saved the money because you are going to need it.”
8

9
10 201. Defendant REDER used the threat of jail and the police to silence
11 Plaintiff and manipulate Plaintiff into believing that Plaintiff would be in trouble if
12 Plaintiff reported any of the illegal acts committed by Defendant REDER.
13

14 202. Around the same day, Defendants REDER, PR, PRE, PRE P,
15 FESTIVAL, and MUSIC wrongfully terminated Plaintiff.
16

17 203. Following Defendant REDER’s termination of Plaintiff, Defendant
18 REDER required Plaintiff to follow Defendant REDER to his home in Zephyr Cove,
19 Nevada, to collect Plaintiff’s belongings. While Plaintiff collected Plaintiff’s things,
20 Defendant REDER admonished and shamed Plaintiff stating, “you’re fucked up in the
21 head.” Defendant REDER left Plaintiff homeless and jobless for two months after
22 terminating and evicting Plaintiff.
23

24 204. At all times material between 2013 and 2016, Defendant WEINER
25 owned the Zephyr Cove, NV property detailed in this complaint and rented and/or
26 leased the property to her brother, Defendant REDER. Defendant WEINER was also
27
28

1 aware that Defendant REDER brought young-looking boys to the property throughout
2 this time due to Defendant REDER posting about the young-looking boys he was
3 dating on his social media accounts. Defendant WEINER knew, or should have
4 known, that Defendant REDER was using her property to manipulate, groom, human
5 traffic, sexual assault, and sexually batter Plaintiff. Defendant WEINER profited off
6 of the rent and/or lease payments that Defendant REDER provided to her in his
7 scheme to traffick young men to Defendant WEINER's homes and properties.
8

9
10 205. Defendant WEINER knew or should have know about Defendant
11 REDER's illegal conduct and that he was using her properties to engage in that
12 conduct. Despite this, Defendant WEINER, allowed it to continue, and facilitated it
13 by taking zero corrective action allowing for not only Defendant REDER to
14 financially benefit off of the sex trafficking of Plaintiff, but for Defendant WEINER to
15 as well.
16

17
18 206. Throughout Plaintiff's employment with Defendant REDER, on about
19 thirty-eight occasions, Plaintiff dealt with serious medical injuries as a result of
20 Defendant REDER's predatory sexual harassment, sexual assault, and sexual battery
21 of Plaintiff. Plaintiff contracted and suffered numerous bouts of strep throat, sinus
22 infections, and bladder infections. Plaintiff's numerous bladder infections
23 consequently caused Plaintiff to be hospitalized due to Plaintiff's inability to urinate,
24 requiring catheterization to ensure Plaintiff did not experience kidney failure. Plaintiff
25 has and will continue to experience these negative health effects in Los Angeles, CA.
26
27
28

1 207. Around the beginning of 2023, Plaintiff learned that Defendant REDER
2 was tracking Plaintiff by contacting one of Plaintiff's sisters and asking about
3 Plaintiff. Plaintiff was and is residing in Los Angeles, CA at the time Defendant
4 REDER contacted Plaintiff's sisters.
5

6 208. Defendant REDER harassed Plaintiff because of his sex, gender, and
7 sexual orientation, and created a hostile work environment for Plaintiff.
8

9 209. Defendant REDER engaged in Quid Pro Quo sexual harassment each
10 time he provided Plaintiff with a job opportunity in exchange for sexual favors from
11 Plaintiff.
12

13 210. Defendant REDER violated the Trafficking Victims Protection Act each
14 time he coerced Plaintiff into crossing state lines by enticing Plaintiff with the promise
15 of employment.
16

17 211. Defendant REDER violated the Sexual Abuse and Cover Up
18 Accountability Act each time he sexually assaulted and sexually battered Plaintiff and
19 covered up the sexual battery and sexual assault by lying about his relationship with
20 Plaintiff, telling Plaintiff to lie about Defendant REDER's relationship to Plaintiff,
21 and terminating Plaintiff, among the other acts described above.
22
23

24 212. Because of the acts and conduct complained of herein, Plaintiff has
25 suffered from and continues to suffer from urinary restriction, a voiding dysfunction
26 (urinary retention), dissociation, disorderly eating, self-mutilation, severe mood
27 swings, severe anxiety, severe depression, and paranoia. Plaintiff has been diagnosed
28

1 with and suffers from Post-Traumatic Stress Disorder, Borderline Personality
2 Disorder, Chronic Depression, and Generalized Anxiety Disorder.

3
4 213. As Defendants' conduct has been malicious, willful, outrageous, and
5 conducted with full knowledge of the law, Plaintiff demands Punitive Damages
6 against Defendants.

7
8 214. Plaintiff claims a continuous practice of discrimination and claims a
9 continuing violation and makes all claims herein under the continuing violations
10 doctrine.

11
12 215. Plaintiff further claims aggravation, activation, and/or exacerbation of
13 any preexisting conditions as a result of Defendants' discriminatory conduct.

14
15 216. Plaintiff claims alternatively (in the event Defendant Claims so or that
16 the Court determines) that Plaintiff is an Independent Contractor, Volunteer, or
17 Applicant, and Plaintiff makes all applicable claims for the above conduct and facts
18 under the applicable laws pertaining to Independent Contractors, volunteers, or
19 applicants.
20

21 217. Furthermore, in such case, Plaintiff claims that Defendant owed and
22 breached its duty to Plaintiff to prevent the harassment/discrimination/retaliation and
23 is liable therefore for negligence.
24

25 218. The above are just some of the examples of the unlawful discrimination
26 and disparate treatment to which the Defendants subjected the Plaintiff on a
27 continuous and on-going basis throughout Plaintiff's employment.
28

FIRST CAUSE OF ACTION

TRAFFICKING VICTIMS' PROTECTION ACT (TVPA)

(Against Defendants PR, PRE, PRE P, MUSIC, FESTIVAL, COLUMBIA SUSSEX, COLUMBIA SUSSEX MANAGEMENT, REDER, WEINER, STEGEMILLER, and ROGERS)

219. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, as though fully stated herein.

220. In addition to what is stated above, Defendants PR, PRE, PRE P, MUSIC, FESTIVAL, COLUMBIA SUSSEX, COLUMBIA SUSSEX MANAGEMENT, REDER, STEGEMILLER and ROGERS engaged in interstate commerce as described herein through, inter alia, their use of the internet, phones, text messages, advertising, promotion, transportation of Plaintiff, and production of entertainment events, raves, and concerts. Defendant WEINER owned the property in which a substantial number of the alleged acts took place, and Defendant WEINER knew or should have known that her property was being used to commit such alleged acts.

221. Furthermore, the above position and employment Defendants used to entice Plaintiff for sex acts was a position which would have taken and did take Plaintiff across state lines for different events which Defendants would have and do profit from.

222. Defendants, in effecting interstate commerce by producing, running, and

1 creating an event and concert-producing company, and through the enticement,
2 solicitation, transportation, and recruitment of Plaintiff across interstate lines through
3 the use of a phone application, enticed, coerced, solicited, and recruited Plaintiff to
4 travel with Defendants and be sexually assaulted and battered by Defendants in
5 exchange for housing and employment at various concerts and raves that took place in
6 multiple states.
7

8
9 223. Defendants enticed, coerced, transported, solicited, and recruited Plaintiff
10 for the employment position and committed the sexual assault and battery on Plaintiff
11 by force, fraud, and coercion.
12

13 224. During Plaintiff's employment with Defendants, Defendants also
14 transported and harbored Plaintiff's person in various homes, hotels, motels, and
15 recreational vehicles in multiple states.
16

17 225. Thereafter, because Plaintiff was not a willing and enthusiastic
18 participant in the sexual harassment, assault and battery, Defendants solicited Plaintiff
19 to engage in sexual acts against Plaintiff's will and through fraud and coercion;
20 Defendants then ultimately terminated Plaintiff.
21

22 226. Through Defendant REDER's sexual assault and battery, Defendants,
23 including Defendants PR, PRE, PRE P, MUSIC, FESTIVAL, COLUMBIA SUSSEX,
24 COLUMBIA SUSSEX MANAGEMENT, REDER, STEGEMILLER, and ROGERS
25 have profited and obtained revenue from Plaintiff, and would have continued to profit
26 and obtain revenue if they continued to employ Plaintiff. It was Defendants' common
27
28

1 scheme and plan to profit from the exploitation of Plaintiff by using him for sexual
 2 acts while taking Plaintiff to various concert events for employment.

3
 4 227. During some of the acts described above, Plaintiff was under the age of
 5 18.

6
 7 228. Plaintiff brings this claim pursuant to all applicable sections of 18
 8 U.S.C.A. §§ 1591, 1595 in that “An individual who is a victim of a violation of
 9 Section 1589, 1590, or 1591 of title 18, United States Code, may bring a civil action
 10 in any appropriate district court of the United States. The court may award actual
 11 damages, punitive damages, reasonable attorneys' fees, and other litigation costs
 12 reasonably incurred.” 18 U.S.C.A. §1595(a).

13
 14 229. 18 USC § 1591. Sex trafficking of children or by force, fraud, or coercion
 15 states as follows:
 16

17
 18 **(a)** Whoever knowingly--

19 **(1)** in or affecting interstate or foreign commerce, or within the special maritime
 20 and territorial jurisdiction of the United States, recruits, entices, harbors,
 21 transports, provides, obtains, advertises, maintains, patronizes, or solicits by any
 22 means a person; or

23 **(2)** benefits, financially or by receiving anything of value, from participation in a
 24 venture which has engaged in an act described in violation of paragraph
 25 (1), knowing, or, except where the act constituting the violation of paragraph (1)
 26 is advertising, in reckless disregard of the fact, that means of force, threats of
 27 force, fraud, coercion described in subsection (e)(2), or any combination of such
 28 means will be used to cause the person to engage in a commercial sex act, or that
 the person has not attained the age of 18 years and will be caused to engage in a
 commercial sex act, shall be punished as provided in subsection (b).

(b) The punishment for an offense under subsection (a) is--

(1) if the offense was effected by means of force, threats of force, fraud, or
 coercion described in subsection (e)(2), or by any combination of such means, or

1 if the person recruited, enticed, harbored, transported, provided, obtained,
 2 advertised, patronized, or solicited had not attained the age of 14 years at the
 3 time of such offense, by a fine under this title and imprisonment for any term of
 4 years not less than 15 or for life; or

5 **(2)** if the offense was not so effected, and the person recruited, enticed, harbored,
 6 transported, provided, obtained, advertised, patronized, or solicited had attained
 7 the age of 14 years but had not attained the age of 18 years at the time of such
 8 offense, by a fine under this title and imprisonment for not less than 10 years or
 9 for life.

10 **(c)** In a prosecution under subsection (a)(1) in which the defendant had a
 11 reasonable opportunity to observe the person so recruited, enticed, harbored,
 12 transported, provided, obtained, maintained, patronized, or solicited, the
 13 Government need not prove that the defendant knew, or recklessly disregarded
 14 the fact, that the person had not attained the age of 18 years.

15 **(d)** Whoever obstructs, attempts to obstruct, or in any way interferes with or
 16 prevents the enforcement of this section, shall be fined under this title,
 17 imprisoned for a term not to exceed 25 years, or both.

18 **(e)** In this section:

19 **(1)** The term “abuse or threatened abuse of law or legal process” means the use
 20 or threatened use of a law or legal process, whether administrative, civil, or
 21 criminal, in any manner or for any purpose for which the law was not designed,
 22 in order to exert pressure on another person to cause that person to take some
 23 action or refrain from taking some action.

24 **(2)** The term “coercion” means--

25 **(A)** threats of serious harm to or physical restraint against any person;

26 **(B)** any scheme, plan, or pattern intended to cause a person to believe that failure
 27 to perform an act would result in serious harm to or physical restraint against
 28 any person; or

(C) the abuse or threatened abuse of law or the legal process.

(3) The term “commercial sex act” means any sex act, on account of which
 anything of value is given to or received by any person.

(4) The term “participation in a venture” means knowingly assisting, supporting,
 or facilitating a violation of subsection (a)(1).

(5) The term “serious harm” means any harm, whether physical or nonphysical,
 including psychological, financial, or reputational harm, that is sufficiently
 serious, under all the surrounding circumstances, to compel a reasonable person
 of the same background and in the same circumstances to perform or to continue
 performing commercial sexual activity in order to avoid incurring that harm.

(6) The term “venture” means any group of two or more individuals associated
 in fact whether or not a legal entity

230. Additionally, 18 USCA § 1595. Civil remedy states as follows:

(a) An individual who is a victim of a violation of this chapter may bring a civil action against the perpetrator (or whoever knowingly benefits, financially or by receiving anything of value from participation in a venture which that person knew or should have known has engaged in an act in violation of this chapter) in an appropriate district court of the United States and may recover damages and reasonable attorneys fees.

(b)(1) Any civil action filed under subsection (a) shall be stayed during the pendency of any criminal action arising out of the same occurrence in which the Plaintiff is the victim.

(2) In this subsection, a “criminal action” includes investigation and prosecution and is pending until final adjudication in the trial court.

(c) No action may be maintained under subsection (a) unless it is commenced not later than the later of--

(1) 10 years after the cause of action arose; or

(2) 10 years after the victim reaches 18 years of age, if the victim was a minor at the time of the alleged offense

231. Broad, expansive language is employed in Trafficking Victims Protection Act (TVPA) and its remedial provision, which permits civil actions for damages under TVPA. *Noble v Weinstein*, 335 F Supp 3d 504 [SDNY 2018], mot to certify appeal denied, 17-CV-09260 (AJN), 2019 WL 3940125 [SDNY Aug. 5, 2019].

232. Defendants subjected Plaintiffs to commercial sex acts by force and coercion, including both physical and financial.

233. 18 U.S.C. 1591 § (e)(3) defines a “commercial sex act” as “any sex act, on account of which anything of value is given to or received by any person.”

234. A commercial sex act means any sex act, on account of which anything of value is given to or received by any person. The specific conditions are the use of force, fraud, or coercion, or conduct involving persons under the age of 18. See the Department of Justice’s definition: <https://www.justice.gov/crt/involuntary-servitude->

1 forced-labor-and-sex-trafficking-statutesenforced. “Section 1591 criminalizes sex
2 trafficking, which is defined as causing a person to engage in a commercial sex act
3 under certain statutorily enumerated conditions. A commercial sex act means any sex
4 act, on account of which anything of value is given to or received by any person. The
5 specific conditions are the use of force, fraud, or coercion, or conduct involving
6 persons under the age of 18.”
7

9 235. Section 1595 of Title 18 gives any "individual who is a victim" of a
10 violation of - among other provisions - Section 1591 the right to bring a civil action
11 against "the perpetrator" or "whoever knowingly benefits, financially or by receiving
12 anything of value from participation in a venture which that person knew or should
13 have known has engaged in an act in violation of" Section 1591. Defendants WEINER
14 and ROGERS knew or should have known that they were receiving financial benefits
15 and value in their participation with Defendant REDER's sex trafficking of Plaintiff.
16

18 236. Defendants conditioned Plaintiff's employment on Defendants' ability to
19 continue to sexually assault and engage in forced sex acts with Plaintiff. Additionally,
20 the financial aspect to the relationship was a key element of the “forced” sex acts in
21 that Defendants withheld financial assistance from Plaintiff until Plaintiff engaged in
22 the described sex acts and used the promise of employment and financial stability to
23 entice, solicit, and coerce Plaintiff into engaging in the described sex acts.
24

26 237. Defendants knowingly recruited, enticed, harbored, and/or obtained
27 Plaintiff through means of force, threats of force, and by a combination of such
28

1 forceful means, and forcibly caused Plaintiff to engage in an unwanted sexual act for a
2 commercial benefit.

3
4 238. Defendants COLUMBIA SUSSEX and COLUMBIA SUSSEX
5 MANAGEMENT knew, or should have known, through their employees, such as
6 Corinna Osborne, that Defendant REDER utilized the Horizon in his scheme to
7 recruit, entice, harbor, and/or obtain Plaintiff through means of force, threats of force,
8 and/or by a combination of such forceful means, and forcibly cause Plaintiff to engage
9 in an unwanted sexual acts for a commercial benefit.
10

11
12 239. 18 USC 1594 further provides liability for “Whoever conspires with
13 another to violate section 1591” Defendants further conspired to violate 1591 as stated
14 herein.
15

16 240. 18 USC 1594 further states that it shall be unlawful for anyone who
17 “obstructs, attempts to obstruct, or in any way interferes with or prevents the
18 enforcement of this section.” Assuming Defendants take such retaliatory action as
19 stated above, Plaintiff makes a claim for such.
20

21 241. Defendants are liable to Plaintiffs under 18 USCA § 1591, 1594 and
22 1595.
23

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SECOND CAUSE OF ACTION

VIOLATIONS OF THE SEXUAL ABUSE AND COVER UP

ACCOUNTABILITY ACT

(Against Defendants (Against Defendants PR, PRE, PRE P, MUSIC, FESTIVAL,
COLUMBIA SUSSEX, COLUMBIA SUSSEX MANAGEMENT, REDER, and
CAROLYN)

242. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, as though fully stated herein.

243. In addition to what is stated above, Plaintiff brings this claim pursuant to all applicable sections of CCP § 340.16, including CCP § 340.16(a)(1), which states, “[i]n any civil action for recovery of damages suffered as a result of sexual assault, where the assault occurred on or after the plaintiff’s 18th birthday, the time for commencement of the action shall be . . . Within 10 years from the date of the last act, attempted act, or assault with the intent to commit an act, of sexual assault against the plaintiff,” and CCP § 340.16(b)(3), which states, “[t]his section applies to any action described in subdivision (a) that is based upon conduct that occurred on or after January 1, 2009, and is commenced on or after January 1, 2019, that would have been barred solely because the applicable statute of limitations has or had expired. Such claims are hereby revived and may be commenced until December 31, 2026.”

244. CCP § 340.16. Sexual Abuse and Cover Up Accountability Act states as follows:

1 (a) In any civil action for recovery of damages suffered as a result of sexual
 2 assault, where the assault occurred on or after the plaintiff's 18th birthday, the
 3 time for commencement of the action shall be the later of the following:

4 (1) Within 10 years from the date of the last act, attempted act, or assault with
 5 the intent to commit an act, of sexual assault against the plaintiff.

6 (2) Within three years from the date the plaintiff discovers or reasonably should
 7 have discovered that an injury or illness resulted from an act, attempted act, or
 8 assault with the intent to commit an act, of sexual assault against the plaintiff.

9 (b) (1) As used in this section, "sexual assault" means any of the crimes
 10 described in Section 243.4, 261, 264.1, 286, 287, or 289, or former Sections 262
 11 and 288a, of the Penal Code, assault with the intent to commit any of those
 12 crimes, or an attempt to commit any of those crimes.

13 (2) For the purpose of this section, it is not necessary that a criminal prosecution
 14 or other proceeding have been brought as a result of the sexual assault or, if a
 15 criminal prosecution or other proceeding was brought, that the prosecution or
 16 proceeding resulted in a conviction or adjudication. This subdivision does not
 17 limit the availability of causes of action permitted under subdivision (a),
 18 including causes of action against persons or entities other than the alleged
 19 person who committed the crime.

20 (3) This section applies to any action described in subdivision (a) that is based
 21 upon conduct that occurred on or after January 1, 2009, and is commenced on
 22 or after January 1, 2019, that would have been barred solely because the
 23 applicable statute of limitations has or had expired. Such claims are hereby
 24 revived and may be commenced until December 31, 2026. This subdivision
 25 does not revive any of the following claims:

26 (A) A claim that has been litigated to finality in a court of competent
 27 jurisdiction before January 1, 2023.

28 (B) A claim that has been compromised by a written settlement agreement
 between the parties entered into before January 1, 2023.

...

(e) (1) Notwithstanding any other law, any claim seeking to recover damages
 suffered as a result of a sexual assault that occurred on or after the plaintiff's
 18th birthday that would otherwise be barred before January 1, 2023, solely
 because the applicable statute of limitations has or had expired, is hereby
 revived, and a cause of action may proceed if already pending in court on
 January 1, 2023, or, if not filed by that date, may be commenced between
 January 1, 2023, and December 31, 2023.

(2) This subdivision revives claims brought by a plaintiff who alleges all of the

1 following:

2 (A) The plaintiff was sexually assaulted.

3 (B) One or more entities are legally responsible for damages arising out of the sexual assault.

4 (C) The entity or entities, including, but not limited to, their officers, directors, representatives, employees, or agents, engaged in a cover up or attempted a cover up of a previous instance or allegations of sexual assault by an alleged perpetrator of such abuse.

5 (3) Failure to allege a cover up as required by subparagraph (C) of paragraph 6 (2) as to one entity does not affect revival of the plaintiff's claim or claims 7 against any other entity.

8 (4) For purposes of this subdivision:

9 (A) "Cover up" means a concerted effort to hide evidence relating to a sexual 10 assault that incentivizes individuals to remain silent or prevents information 11 relating to a sexual assault from becoming public or being disclosed to the 12 plaintiff, including, but not limited to, the use of nondisclosure agreements or confidentiality agreements.

13 (B) "Entity" means a sole proprietorship, partnership, limited liability company, corporation, association, or other legal entity.

14 (C) "Legally responsible" means that the entity or entities are liable under any 15 theory of liability established by statute or common law, including, but not 16 limited to, negligence, intentional torts, and vicarious liability.

17 (5) This subdivision revives any related claims, including, but not limited to, 18 wrongful termination and sexual harassment, arising out of the sexual assault 19 that is the basis for a claim pursuant to this subdivision.

20 (6) This subdivision does not revive either of the following claims:

21 (A) A claim that has been litigated to finality in a court of competent 22 jurisdiction before January 1, 2023.

23 (B) A claim that has been compromised by a written settlement agreement 24 between the parties entered into before January 1, 2023.

25 (7) This subdivision shall not be construed to alter the otherwise applicable 26 burden of proof, as defined in Section 115 of the Evidence Code, that a plaintiff 27 has in a civil action subject to this section.

28 (8) Nothing in this subdivision precludes a plaintiff from bringing an action for sexual assault pursuant to subdivisions (a) and (b).

245. As described herein above and below, Defendants subjected Plaintiff to sexual assault and sexual battery between the years of 2012 and 2016.

246. Some of the acts of sexual assault and sexual battery committed against Plaintiff took place while Plaintiff was under the age of 18.

247. CCP § 340.16(b)(1) defines "sexual assault" as "any of the crimes

1 described in Section 243.4, 261, 264.1, 286, 287, or 289, or former Sections 262 and
2 288a, of the Penal Code, assault with the intent to commit any of those crimes, or an
3 attempt to commit any of those crimes.”
4

5 248. Penal Code § 243.4(a) defines sexual assault as “Any person who touches
6 an intimate part of another person while that person is unlawfully restrained by the
7 accused or an accomplice, and if the touching is against the will of the person touched
8 and is for the purpose of sexual arousal, sexual gratification, or sexual abuse, is guilty
9 of sexual battery.”
10
11

12 249. Penal Code § 261 states “(a) Rape is an act of sexual intercourse
13 accomplished under any of the following circumstances: . . . (2) If it is accomplished
14 against a person’s will by means of force, violence, duress, menace, or fear of
15 immediate and unlawful bodily injury on the person or another. (3) If a person is
16 prevented from resisting by an intoxicating or anesthetic substance, or a controlled
17 substance, and this condition was known, or reasonably should have been known by
18 the accused. (4) If a person is at the time unconscious of the nature of the act, and this
19 is known to the accused . . . “
20
21

22 250. Penal Code § 287 states, “(a) Oral copulation is the act of copulating the
23 mouth of one person with the sexual organ or anus of another person. (b)(1) Except as
24 provided in Section 288, any person who participates in an act of oral copulation with
25 another person who is under 18 years of age shall be punished by imprisonment in the
26 state prison, or in a county jail for a period of not more than one year.”
27
28

1 251. Penal Code § 289(a)(1)(A) states, “Any person who commits an act of
2 sexual penetration when the act is accomplished against the victim’s will by means of
3 force, violence, duress, menace, or fear of immediate and unlawful bodily injury on
4 the victim or another person shall be punished by imprisonment in the state prison for
5 three, six, or eight years.”
6

7
8 252. As described herein above and below, Defendant REDER touched an
9 intimate part of Plaintiff while Respondent REDER restrained Plaintiff, through the
10 use of power dynamics and substances that inebriated Plaintiff, was against Plaintiff’s
11 will, and was done for the purpose of sexual arousal, sexual gratification, and/or
12 sexual abuse.
13

14 253. As described herein above and below, Respondent REDER raped
15 Plaintiff when Respondent REDER committed an act of sexual intercourse on and
16 with Plaintiff against Plaintiff’s will by means of force and duress. Respondent
17 REDER used intoxicating substances and controlled substances knowingly to prevent
18 Plaintiff from resisting, or should have reasonably known, that the use of such
19 substances would prevent Plaintiff from resisting. Respondent REDER knew, or
20 reasonably should have known, that Plaintiff was unconscious of the nature of the act
21 due to being intoxicated or under the influence of a controlled substance.
22

23
24 254. As described herein above and below, Respondent REDER engaged in
25 oral copulation with Plaintiff. Plaintiff was under the age of 18 during some of the
26 acts of oral copulation.
27
28

1 255. As described herein above and below, Defendants PR, PRE, PRE P,
2 MUSIC, FESTIVAL, COLUMBIA SUSSEX, CAROLYN, ROGERS, and
3 COLUMBIA SUSSEX MANAGEMENT, through Respondent REDER and their
4 employees, knew, or reasonably should have known, of the acts being committed by
5 Respondent REDER, and aided Respondent REDER in covering up his acts of sexual
6 assault and sexual battery against Plaintiff. CCP § 340.16(e)(4)(A) defines “Cover
7 up” as a “concerted effort to hide evidence relating to a sexual assault that incentivizes
8 individuals to remain silent or prevents information relating to a sexual assault from
9 becoming public or being disclosed to the plaintiff, including, but not limited to, the
10 use of nondisclosure agreements or confidentiality agreements.” Defendants
11 attempted to cover up Respondent REDER’s sexual assault and sexual battery of
12 Plaintiff by concealing Plaintiff’s true relationship to Respondent REDER, Plaintiff’s
13 true age, and obtaining the silence and confidentiality of individuals through the use of
14 gifts and exchange of other items of value, among the other acts that constitute a cover
15 up described above.

16 256. Defendants are liable to Plaintiff under CCP §§ 340.16(a), (b), and (e).

17 257. As a proximate result of the wrongful acts of Defendants, and each of
18 them, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential and
19 incidental financial losses, including without limitation loss of salary and benefits, and
20 the intangible loss of employment-related opportunities for growth in Plaintiff’s field
21 and damage to Plaintiff’s reputation, all in an amount subject to proof at the time of

1 trial. Plaintiff claims such amounts as damages together with prejudgment interest
2 pursuant to Civil Code sections 3287 and/or 3288 and/or any other provision of law
3 providing for prejudgment interest.
4

5 258. As a proximate result of the wrongful acts of Defendants, and each of
6 them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment,
7 humiliation, mental anguish, and emotional distress. Plaintiff has further experienced
8 other physical symptoms arising from the wrongful acts of Defendants, and each of
9 them. Plaintiff will continue to experience said pain and physical and emotional
10 suffering for a period in the future Plaintiff cannot presently ascertain, all in an
11 amount subject to proof at the time of trial.
12
13

14 259. The acts taken toward Plaintiff were carried out by and/or ratified by
15 Defendants and/or managing agent employees of Defendants acting in a despicable,
16 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner
17 pursuant to California Civil Code Section 3294, in order to injure and damage
18 Plaintiff, thereby justifying an award to them of punitive damages in a sum
19 appropriate to punish and make an example of Defendants, and each of them.
20
21

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THIRD CAUSE OF ACTION

FOR SEXUAL BATTERY

(Against Defendants PR, PRE, PRE P, MUSIC, FESTIVAL, COLUMBIA SUSSEX,
COLUMBIA SUSSEX MANAGEMENT, and REDER)

260. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, as though fully stated herein.

261. As described herein above, Defendant REDER caused, and intended to cause, imminent apprehension of a harmful and offensive contact with an intimate part of another. In doing these acts, Defendant REDER caused, and intended to cause, imminent apprehension of a harmful and offensive contact with Plaintiff, in violation of, inter alia, Civil Code section 1708.5, and related laws. At no time did Plaintiff consent to any of the acts of Defendant REDER described herein.

262. As a result of Defendant REDER's conduct, Plaintiff was placed in apprehension and fear for Plaintiff's physical well-being.

263. Defendant REDER's sexual battery involved actual physical contact.

264. Defendant REDER did the aforementioned acts with the intent to cause a harmful or offensive contact with an intimate part of Plaintiff's person and would offend a reasonable sense of personal dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of Plaintiff's person that would offend a reasonable sense of personal dignity.

265. Because of Defendant REDER's position of authority over Plaintiff,

1 Plaintiff's age during some of the events, and Plaintiff's mental and emotional state,
2 Plaintiff was unable to, and did not, give legal consent to such acts.

3
4 266. As a direct, legal and proximate result of the acts of Defendant REDER,
5 Plaintiff sustained serious and permanent injuries to Plaintiff's person, all of
6 Plaintiff's damage in an amount to be shown according to proof and within the
7 jurisdiction of the Court.
8

9 267. Defendants PR, PRE, PRE P, MUSIC, FESTIVAL, WEINER,
10 COLUMBIA SUSSEX, and COLUMBIA SUSSEX MANAGEMENT knew or should
11 have known, of the assaults and batteries, but ratified the conduct, as described herein
12 above, by failing to adequately, or at all take remedial steps against Defendant
13 REDER, refusing to intervene to protect Plaintiff, among other acts of ratification. As
14 Plaintiff's employers and by ratifying Defendant REDER's misconduct, Defendants
15 PR, PRE, PRE P, MUSIC, FESTIVAL, COLUMBIA SUSSEX, and COLUMBIA
16 SUSSEX MANAGEMENT are liable to Plaintiff for battery and assault.
17
18
19

20 268. As a proximate result of the wrongful acts of Defendants, and each of
21 them, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential and
22 incidental financial losses, including without limitation loss of salary and benefits, and
23 the intangible loss of employment-related opportunities for growth in Plaintiff's field
24 and damage to Plaintiff's reputation, all in an amount subject to proof at the time of
25 trial. Plaintiff claims such amounts as damages together with prejudgment interest
26 pursuant to Civil Code sections 3287 and/or 3288 and/or any other provision of law
27
28

1 providing for prejudgment interest.

2 269. As a proximate result of the wrongful acts of Defendants, and each of
3 them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment,
4 humiliation, mental anguish, and emotional distress. Plaintiff has further experienced
5 other physical symptoms arising from the wrongful acts of Defendants, and each of
6 them. Plaintiff will continue to experience said pain and physical and emotional
7 suffering for a period in the future Plaintiff cannot presently ascertain, all in an
8 amount subject to proof at the time of trial.
9

10 270. The acts taken toward Plaintiff were carried out by and/or ratified by
11 Defendants and/or managing agent employees of Defendants acting in a despicable,
12 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner
13 pursuant to California Civil Code Section 3294, in order to injure and damage
14 Plaintiff, thereby justifying an award to them of punitive damages in a sum
15 appropriate to punish and make an example of Defendants, and each of them.
16

17 **FOURTH CAUSE OF ACTION**

18 **FOR SEXUAL ASSAULT**

19 (Against Defendants PR, PRE, PRE P, MUSIC, FESTIVAL, COLUMBIA SUSSEX,
20 COLUMBIA SUSSEX MANAGEMENT, and REDER)
21

22 271. Plaintiff incorporates by reference and re-alleges the preceding
23 paragraphs, as though fully stated herein.
24

25 272. Defendant REDER committed several overt acts of sexual abuse, assault,
26
27
28

1 and battery against Plaintiff.

2 273. Defendant REDER intended to inflict a harmful or offensive conduct
3 against Plaintiff and intended to cause Plaintiff to fear such contact. Defendant
4 REDER knew that the consequence of an offensive contact was certain to result, as
5 Defendant REDER's sexual abuse was intentionally inflicted.
6

7 274. Defendant REDER's actions placed Plaintiff in apprehension of an
8 immediate harmful or offensive contact.
9

10 275. Plaintiff did not consent to Defendant REDER's harmful or offensive
11 contact with Plaintiff's person, or to Defendant REDER's conduct, putting Plaintiff in
12 imminent apprehension of such contact.
13

14 276. In doing the things herein alleged, Defendant REDER violated Plaintiff's
15 right under California Civil Code § 43 of protection from bodily restraint or harm, and
16 from personal insult. In doing the things herein alleged, Defendant REDER violated
17 his duty, pursuant to California Civil Code § 1708, to abstain from injuring the person
18 of Plaintiff or infringing upon Plaintiff's rights.
19

20 277. As a result of the above-described conduct and wrongful acts of
21 Defendants, and each of them, Plaintiff has suffered and continues to suffer great pain
22 of mind and body, shock, emotional distress, physical manifestations of emotional
23 distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss
24 of enjoyment of life; has suffered and continues to suffer and was prevented and will
25 continue to be prevented from performing daily activities and obtaining the full
26
27
28

1 enjoyment of life; will sustain loss of earnings and earning capacity, and/or has
2 incurred and will continue to incur expenses for medical and psychological treatment,
3 therapy, and counseling.
4

5 278. Defendant REDER's sexual assault is a substantial factor in bringing
6 about these harms to Plaintiff.
7

8 279. The conduct of Defendants was oppressive, malicious and despicable in
9 that it was intentional and done in conscious disregard for the rights and safety of
10 others, and were carried out with a conscious disregard of Plaintiff's right to be free
11 from such tortious behavior, such as to constitute oppression, fraud or malice pursuant
12 to California Civil Code section 3294, entitling Plaintiff to punitive damages against
13 Defendant REDER's in an amount appropriate to punish and set an example of
14 Defendants.
15
16

17 **FIFTH CAUSE OF ACTION**

18 **FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

19 (Against Defendant REDER)

20 280. The allegations of each of the preceding paragraphs are re-alleged and
21 incorporated herein by reference.
22

23 281. By engaging in the above-described conduct, Defendant REDER
24 engaged in extreme and outrages conduct with the intention of causing, or reckless
25 disregard of the probability of causing, emotional distress.
26

27 282. Plaintiff has suffered and continues to suffer anxiety, worry,
28 embarrassment, humiliation, mental anguish, and severe emotional distress.

1 of the acts of Defendant REDER, Plaintiff has suffered and continues to suffer,
2 without limitation, from urinary restriction, a voiding dysfunction (urinary retention),
3 dissociation, disorderly eating, self-mutilation, severe mood swings, severe anxiety,
4 severe depression, and paranoia. Plaintiff has been diagnosed with and suffers from
5 Post-Traumatic Stress Disorder, Borderline Personality Disorder, Chronic Depression,
6 and Generalized Anxiety Disorder.
7

8
9 290. As a result of the above-described conduct, Plaintiff has suffered and
10 continues to suffer great pain of mind and body, shock, emotional distress, physical
11 manifestations of emotional distress including embarrassment, loss of self-esteem,
12 disgrace, humiliations, and loss of enjoyment of life; has suffered and continues to
13 suffer and was prevented and will continue to be prevented from performing daily
14 activities and obtaining the full enjoyment of life; will sustain loss of earnings and
15 earning capacity, and/or has incurred and will continue to incur expenses for medical
16 and psychological treatment, therapy, and counseling.
17

18
19 291. Defendant's conduct was reckless and with a conscious disregard of
20 Plaintiff's rights. Plaintiff is therefore entitled to an award of punitive damages against
21 Defendants in an amount to be determined by proof at trial.
22

23 **PRAYER FOR RELIEF**

24
25 WHEREFORE, PLAINTIFF prays for judgment as follows:

26 As to All Causes of Action

27
28 1. For general, compensatory, and/or special damages in an amount according

1 to proof for Plaintiff's injuries, mental and/or emotional distress, medical
2 expenses, actual financial losses, consequential financial losses, incidental
3 financial losses, loss of past and future earnings, loss of salary and benefits,
4 and all damages flowing therefrom for an amount to be determined at trial;

5
6 2. For all general and special damages to compensate Plaintiff for an amount to
7 be determined at trial;

8
9 3. For punitive damages, as allowed by law, that will sufficiently punish, make
10 an example of, and deter future conduct by Defendants for an amount to be
11 determined at trial;

12
13 4. For prejudgment and post-judgment interest according to any applicable
14 provision of law, according to proof for an amount to be determined at trial;

15
16 5. For attorney's fees and costs for an amount to be determined at trial;

17
18 6. Costs of suit; and

19 7. For such other and further relief as the Court may deem just and proper.

20 Dated: August 9, 2024

21 **DEREK SMITH LAW GROUP,**
22 **LLP**

Attorneys for Plaintiff JOHN DOE

23
24 By: /s/ Matt E.O. Finkelberg, Esq.

MATT E.O. FINKELBERG, ESQ.

633 West 5th St., Suite 3250

Los Angeles, CA 90071

(310) 602-6050

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues to be tried and all causes of action and claims with respect to which Plaintiff has a right to jury trial.

Dated: August 9, 2024

**DEREK SMITH LAW GROUP,
LLP**

Attorneys for Plaintiff JOHN DOE

By: /s/ Matt E.O. Finkelberg, Esq.

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